Amendment #12

To Auditor Contract 20-1400-002

WHEREAS the South Dakota Department of Public Safety, on behalf of the South Dakota 911 Coordination Board, hereinafter "State" and CenturyLink Communications dba Lumen Technologies Group, hereinafter "Consultant" mutually desire to amend Contract #20-1400-002 (the "Agreement"), now therefore it is mutually agreed as follows:

- 1. That the TOTAL CONTRACT AMOUNT of the Agreement shall be increased by \$1,141,343.68 by amending the TOTAL CONTRACT AMOUNT set forth in paragraph 8 of the Agreement to read "\$37,470,321.34".
- 2. That the Consultant will dedicate an additional technician position that will be located in South Dakota and dedicated full time to the State's NG 9-1-1 System. The monthly recurring cost for the additional technical position as provided in the Quote attached hereto as Attachment 1, commences when the individual filling the role as the additional technical position for the Consultant resides in a separate geographic location in the state separate from the other dedicated full-time technical positions. Therefore, it is mutually agreed as follows:

2A. That Section 3. Infrastructure and Staffing, of the Agreement be amended to add an additional technical position and to read as follows:

3. Infrastructure and Staffing. The Consultant shall either (i) build a new Point of Presence ("POP") in Rapid City, South Dakota or (ii) utilize an existing Virtual POP ("VPOP") in Rapid city, South Dakota available through SDN Communications to fully support the State's NG 9-1-1 System. Consultant shall maintain the seven (7) current technician positions located in and providing services in South Dakota, and shall further hire and maintain three (3) additional technician positions located in South Dakota who shall be dedicated full-time to the State's NG 9-1-1 System under this Agreement and who resides in separate geographic locations in the State, as reasonably agreed upon by the parties, so that they are capable of promptly responding to and providing the necessary support to the State's NG 9-1-1 system. All such positions shall be maintained as long as Consultant provides 9-1-1 services to the State under this Agreement. The Consultant may reasonably back fill or replace technicians as needed.

2B. That the Lumen quote for the dedicated technician be attached hereto as Attachment 1 and added in its entirety to the end of Exhibit B ("The Monthly Recurring Pricing Sheet and Invoicing Schedule") of the Agreement.

4. That the Lumen quotes for installation of an additional Intrado Power911 MECH position for Clay County be attached hereto as Attachment 2 and added in its entirety to the end of Exhibit B of the Agreement. The monthly recurring cost for the additional Intrado

Power911 MECH position for Clay County commences when the position is installed and in working order.

Except as amended above, all other provisions of Contract number 20-1400-002 remain in full force and effect. This Amendment shall be effective as of May 15, 2025.

STATE	VENDOR				
Robert Perry					
Cabinet Secretary	Print Name:				
South Dakota Department of Public Safety					
	Title:				
Date:	Date:				
Kelly Serr					
Board Chair					
South Dakota 911 Coordination Board					
Date:					

Print Name:

Title:

South Dakota Bureau of Information and Telecommunications

Date:_____

Exhibit B – Attachment 1

Customer Quote

Customer Information	n	Account Information			
Name:	State Of South Dakota	BPID:			
Primary Contact:		Billing Account:			
Primary Contact Phon		Billing Address:	118 W CAPITOL AVE, PIERRE, SD, 57501		
Primary Contact Emai					
Billing Contact:		Contract ID#:	1182386		
Billing Contact Phone:		Quote Expiration Date:	7/31/2025		
Billing Contact Email:		DQT Quote ID & Version	965 v.3		

Quote Details

Service Address	Service Details	Service Attributes	Unit MRC	Unit NRC	Qty	Total MRC	Total NRC	Term
State of South Dakota	Lumen Dedicated 911 Technician (4 Years)		\$ 130.74		8,320	\$ 22,661.60	\$0.00	48
	(8320) 911 Tech							

TOTAL Price to Customer

\$22,661.60 \$0.00

Notes:

Customer: State Of South Dakota	LUMEN
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

Customer Acceptance Provisions

t. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, identi, state or local taxes, surcharges, less, EAS, Zone, CALC, or dire similar charges. Services located at the Service Addresses shown on this Quote may not be combined with any other offer(s) or discount(s) other than thore specificable. Junct. Early termination charges may apply as set fort in the Agreement. By spring this Quote, Customer offers the articles, bundles, others, and packages identified in the "Product" column of the tables(s) above ("Services").

2. General. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Quote amends the Agreement to include Lumen-approved signed quotes as a method to order the Services listed above. Despite anything to the contrary, this Quote will not be subject to any Supplemental Terms and Conditions for Lumen Order.

Waived NRCs. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Quote only. NRCs are NOT waived unless this Quote expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Quote or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement.

4. MACD. If in this Quote Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

Exhibit B – Attachment 2

Customer Quote

Customer Information		Account Information			
Name:	State of South Dakota - E911	BPID:			
Primary Contact:	Jason Husby	Billing Account:	Jason Husby		
Primary Contact Phon	(605) 773-3264	Billing Address:	118 W CAPITOL AVE, PIERRE, SD, 57501		
Primary Contact Email	jason.hubsy@state.sd.us				
Billing Contact:	Jason Husby	Contract ID#:			
Billing Contact Phone:	(605) 773-3264	Quote Expiration Date:	8/29/2025		
Billing Contact Email:	jason.hubsy@state.sd.us	DQT Quote ID & Version	1090 v.2		

Managed Emergency Call Handling Bundle

Service Address	Service Details	Service Attributes	Unit MRC	Unit NRC	Qty	Total MRC	Total NRC	Term
Clay County	VIPER Host Core Equipment		\$ 776.93	\$ 1,169.24	1	\$ 776.93	\$ 1,169.24	48
	(1) 48 Button External Keypad							
	(1) Call Handling INCLUDING Satellite VIPER Node							
	(SVN) at PSAP							
	Misc. Cables and Accessories							
	(2) SMART1000LCD							
Clay County	Installation Services		-	\$ 769.24	1	-	\$ 769.24	48
	(1) Project Management Services							
Clay County	Program Management (per Seat)		\$ 287.70	-	1	\$ 287.70	-	48
	(1) IMS Project Management							
Clay County	Shipping		-	\$ 546.16	1	-	\$ 546.16	48
	(1) Shipping - Regular							

TOTAL Price to Customer

\$ 1,064.63 \$ 2,484.64

Notes:

Notes: This quote provides cost to install (1) additional Intrado Power911 MECH position. The customer is responsible for pulling (2) CAT 5 or CAT 6 cables to each position. Patch Management and AntiVirus - Included in per seat pricing Integrated Telephone/Radio Recorder (ITRR) - Included in per seat pricing

VIPER v7.0 or later paired with Power 911 v7.0. or later. Power Station™ Gen3 call handling stations at the PSAP positions. TXT29-1-1 uses the following mainstream release: TXT29-1-1

Reporting and Analytics tools for Public Safety. Power Metrics Advanced (a.k.a. ECaTS) collects, analyzes and reports on the raw Call Detail Record (CDR) data from the PSAP. Each workstation should be protected with two supplied 650VA UPS or equivalent. This MECH

pricing includes an Uninterruptible Power Supply for (1) position. This quote provides analog Admin. line integration with the customer provided Mitel PBX.

Customer: State Of South Dakota	LUMEN
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

Customer Acceptance Provisions

Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified in the applicable terms and conditions. Rates do not include foreign, federal, state or locel taxes, surcharges, fees, EAS. Zone, CALC, or other similar charges. Services located at the Service Addresses shown on this Quote may not be combined with any other role(s) on the splicable terms and conditions. Rates do not include foreign, federal, state or locel taxes, surcharges, fees, EAS. Zone, CALC, or other similar charges. Services located at the Service Addresses shown on this Quote may not be combined with any other role(s) on the splicable terms and conditions. Rates do not include foreign terms on the service. Duote customer or dowing, offers, and accession of the table(s) abore (Services) abore (

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MACD. If in this Quote Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement. 4.