



**Manufacturer Supplied Tech Equipment  
with Peripherals, Software, Networking  
Equipment, Maintenance &  
Professional Support**

**Alabama Community College System  
& Higher Education  
Joint Purchasing Agreement**

**Responding to  
RFP Bid #: ACCS 2022-01  
February 11, 2022**

**Kelly Luber  
Enterprise Account Manager  
o. 601.255.0098 | c. 601.447.1847  
kluber@cspire.com**

## Letter of Transmittal

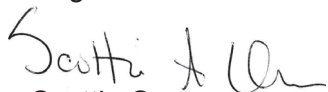
6100 Lonas Drive  
Knoxville, TN 37909  
(865) 919-3434  
<https://www.cspire.com/business/>

February 11, 2022

This letter is to acknowledge that TekLinks Inc. dba C Spire Business is officially submitting a response to the Request for Bid due on February 14, 2022. Scottie Orr is authorized to make contractual obligations for C Spire Business. She is also authorized to negotiate this contract on behalf of C Spire Business.

Scottie Orr can be contacted for clarification to any part of this response. C Spire Business accepts the Conditions Governing the Procurement unless otherwise explicitly noted in the response to this RFB. Scottie, on behalf of C Spire Business, has received any and all amendments to the RFB.

Regards,



Scottie Orr

C Spire Business Vice President, Enterprise

Please see C Spire Business responses in blue

## Evaluation Submission Form

The purpose of this form is to provide a single summary document per submitting vendor that references required materials. This document is intended to assist the Evaluation Committee easily find specific items of information during the evaluation process and to assist participating agency personnel in locating specific vendor information after the award of the bid.

### Vendor Contact Information

This will be published for participating agencies to streamline the vendor contact process. Vendors may not have all of these departments/positions/titles. Please complete this information as accurately as possible. If the information below changes, please send a revised version of this page to [ioa-notification@accs.edu](mailto:ioa-notification@accs.edu)

Vendor Name: **TekLinks, Inc. dba C Spire Business**  
 Website Address: <https://www.cspire.com/business/>

Date: 2/11/2022

	Name(s)	Phone Number(s)	E-Mail Address(s)
Primary Contract Executive(s)	Scottie Orr C Spire Business Vice President, Enterprise	(865) 919-3434	sorr@cspire.com
Senior Account/Sales Manager(s) (by region if necessary)	Please see next page		
Account/Sales Manager(s) (by region if necessary)	Please see next page		
Technical Support	C Spire Business Support	(855) 277-4732	enterprisesupport@cspire.com

Senior Account/Sales Manager(s)	Role	Location	Phone	Email
Keith Owens	Enterprise Public Sector Sales, Director	Birmingham, AL	(256) 426-7270	kowens@cspire.com
James Fisher	Senior Enterprise Account Manager	Mobile, AL	(205) 5675052	jfisher@cspire.com
Mike Butler	Senior Enterprise Account Manager	Knoxville, TN	(865) 219-2174	mbutler@cspire.com
Account/Sales Manager(s)	Role	Location	Phone	Email
Brooke Guthrie	Enterprise Account Manager	Birmingham, AL	(205) 314-6613	bguthrie@cspire.com
Chase Robertson	Enterprise Account Manager	Birmingham, AL	(205) 542-2807	crobertson@cspire.com
Jim Griffith	Enterprise Account Manager	Huntsville, AL	(256) 656-8761	jgriffith@cspire.com
Kelly Lubber	Enterprise Account Manager	Huntsville, AL	(601) 447-1847	kluber@cspire.com
Lauren Dempsey	Enterprise Account Manager	Birmingham, AL	(205) 484-0362	ldempsey@cspire.com
Marcus Kirby	Enterprise Account Manager	Huntsville, AL	(256) 603-3250	mkirby@cspire.com
Melissa Brown	Enterprise Account Manager	Hattiesburg, MS	(601) 606-0966	mabrown@cspire.com
Nancy Rockett	Enterprise Account Manager	Birmingham, AL	(205) 314-6656	nrockett@cspire.com
Nathan Slater	Enterprise Account Manager	Jackson, MS	(601) 974-7871	nslater@cspire.com
Randy Donald	Enterprise Account Manager	Mobile, AL	(251) 463-7570	rdonald@cspire.com
Tony Godwin	Enterprise Account Manager	Montgomery, AL	(334) 221-3513	tgodwin@cspire.com

**BID INFORMATION INDEX**

	Document Name	Page Number(s)
Product and Services Delivery Overview	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>25-32</b>
Geographic Coverage	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>49</b>
Availability of Technical Support	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>60</b>
Problem Resolution	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>30</b>
Customer Satisfaction	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>48</b>
Value Added Services	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>32</b>
Reporting	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>50</b>
Electronic Commerce	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>51</b>
Breadth of Offering	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>53</b>
Primary Account Representative	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>55</b>
References	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>55</b>
Pricing Level and Guarantee	C Spire Business Response to Alabama College System Joint Purchasing Agreement	<b>56 &amp; 122</b>

## Table of Contents

Tab 1: Letter of Transmittal .....	2
Tab 2: Evaluation Submission Form .....	3
Tab 3: Table of Contents .....	6
Tab 4: Response to General Requirements and Specifications .....	11
Tab 5: Appendix A: Alabama Community College System Institutions and Other Participants .....	65
Tab 6: Appendix B: Company Map .....	66
Tab 7: Appendix C: Example Required Usage Report .....	67
Tab 8: Appendix D: Vendor Disclosure, Immigration Compliance and Financial Forms .....	68
State of Alabama Disclosure Statement .....	68
Certificate of Compliance .....	70
Immigration Status Form .....	71
W-9 .....	72
E-Verify Memorandum of Understanding .....	73
Master Terms & Conditions .....	97
ESS Schedule .....	122

## INTRODUCTION

### 1.1 Purpose of This Request for Bid

The Alabama Community College System (ACCS) is partnering with other Alabama Higher Education entities to request bids from technology equipment manufacturers and/or dealers on behalf of the System institutions and other authorized entities. The ACCS is comprised of the twenty-three (23) community colleges, two (2) technical colleges, one (1) military institution, and the Alabama Technology Network (Appendix A). Any institutions or programs that may be acquired or added to the ACCS during the life of this contract will automatically be added as entities eligible to procure products from the contract. Any four-year institution or K-12 district/system which wishes to join during the life of this contract may be added as an eligible entity. Additionally, the public K-12, two, and four-year institutions listed in Appendix A are also eligible to purchase from this contract.

Each entity will generate its own purchase orders, payments, etc., and delivery must be made according to the instructions on the purchase order. The intent of this request is to establish an annual contract for technology related equipment to be purchased on an as needed basis for the listed entities as needs arise during the contract period.

The purpose of this Request for Bid (RFB) is to establish a contract on a competitive basis with qualified technology equipment suppliers, distributors, and/or manufacturers who shall directly supply technology equipment and value-added professional services, including software and peripherals, and maintenance and support services to qualified purchasers. Peripheral and computer component manufacturers are excluded from this procurement.

This RFB is not designed to meet the E-Rate requirements specified by the Universal Service Administrative Company. The Alabama Community College System shall not negotiate on behalf of any party with a Letter of Agency. The System shall not certify an FCC Form 470, nor receive and evaluate bids, nor negotiate with service providers of E-Rate products and services.

The Alabama Community College System reserves the right to negotiate with vendors for a product or product line that was not available at the time of the Request for Bid.

The thrust of the RFB is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama with administrative savings that will result from the maintenance of a single, comprehensive contract for each selected vendor.

This RFB is prepared under the authority of ACT No. 2003-392. This procurement will result in a multiple source award.

Term - Bid awards issued under this Request for Bids shall be for an initial period of one year to renew automatically for one additional year if not canceled by The System prior to the one-year anniversary date of the award letter. The System shall have the option to extend awards for an additional (third) year by giving notice of such extension prior to the two-year anniversary of the award letter.

### Summary Scope of Work

The selected vendor(s) shall accept purchase orders from and deliver technology equipment, including general-purpose software and peripherals, to authorized procuring entities. Vendors are required to provide maintenance services on equipment that is purchased. Optionally, vendors may provide installation, training and support services directly related to the efficient use or operation of the purchased equipment.

**C Spire Business agrees and will comply**

## 1.2 Scope of Procurement

The scope of procurement includes a wide range of manufacturer supplied technology equipment, including peripherals, general-purpose software, maintenance, professional consulting services, and support services. Vendors shall not provide any form of application development services under the terms and conditions of the contract. Educational offerings including special purpose educational software and hardware configurations are included.

### Definition of Terminology

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Contract" means an agreement for the procurement of items of tangible personal property or services.

"Desirable" includes terms such as "may", "can", "should", "preferably", or "prefers" to identify a sought-after, but discretionary, item or factor.

"Equipment" refers to all technology-related equipment, including but not limited to desktop and laptop computers, servers, workstations, printers, displays, peripherals, LAN hardware, video-conferencing systems, multimedia and computer related hardware components and spare parts.

"Evaluation Committee" means a body appointed to perform the evaluation of vendor responses.

"Finalist" is defined as a vendor who meets all the mandatory specifications of the Request for Bid and whose score on evaluation factors is sufficiently high to qualify that vendor for further consideration by the Evaluation Committee.

"General purpose" includes, but is not limited to, the following classes of software: operating systems, report generators, spreadsheets, word processing, workgroup management, database, project management, messaging and electronic mail, graphics construction and presentation, publishing, data communications, statistical and/or analysis, imaging, compilers and interrupters, utilities, programmer productivity tools, office productivity tools. Educational software designed for System usage is included.

"Local-Area-Network" (LAN) refers to a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings. The communications devices that are required to transmit data between buildings via a public or private network are included.

"Mandatory" includes terms "must", "shall", "will", "is required", or "are required" to identify a compulsory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the vendor's bid.

"Manufacturer" means the company that designs, assembles and/or markets technology equipment including servers, workstations, desktop and/or laptop personal computers.

"Vendor" is a technology equipment manufacturer who chooses to submit a bid.

"Request for Bid" or "RFB" means all documents, including those attached or incorporated by reference, used for soliciting bid.

"Responsible vendor" means a company who submits a responsive bid furnishing, when required, information and data to prove that financial resources, production or service facilities, personnel service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.

"System" means any and all entities comprising the Alabama Community College System or any other eligible entity.

"Universal Resource Locator" or "URL" means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

**C Spire Business agrees and will comply**

## **CONDITIONS GOVERNING THE PROCUREMENT**

### **2.1 Explanation of Events**

The following paragraphs describe the activities listed in the sequence of events.

**C Spire Business agrees and will comply**

#### **2.1.1 Issue of RFB**

This RFB is being issued by Alabama Community College System (the "System").

**C Spire Business agrees and will comply**

#### **2.1.2 Clarification and Responses**

Potential vendors may submit written requests (letter, fax or email) as to the intent or clarity of the RFB. Requests for clarification are to be addressed to the Joint Purchase Agreement Administrator as follows:

Alabama Community College System Attn: ITS  
P.O. Office Box 302130 Montgomery, AL 36130-2130 Email: [jpa-notification@accs.edu](mailto:jpa-notification@accs.edu)  
Phone: 334-293-4507 Fax: 334-293-4507

**C Spire Business agrees and will comply**

#### **2.1.3 Deadline to Submit Written Questions**

Potential vendors may submit written questions as to the intent or clarity of the RFB until close of business on February 4th, 2022.

**C Spire Business agrees and will comply**

#### **2.1.4 Response to Written Questions/RFB Amendments**

Written responses to written questions and any RFB amendments will be posted online at:

<https://www.accs.edu/vendors/>

**C Spire Business agrees and will comply**

#### **2.1.5 Submission of Bid**

Two (2) paper copies and an electronic copy (CDROM or USB drive) of the bid responses are required with a completed Evaluation Submission form (Appendix E). The electronic copy of the bid response should be a single PDF file that mirrors the bound, paper copies. Each copy of the response should be placed in a single volume where practical. All documents submitted with the response should be in that single volume. One copy "must" be marked as "original" with the company officer's signature.

Vendors may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. The results will not be available to vendors until after an award is made. Bid results and tabulations will not be made available by telephone or mail. Information pertaining to complete files may be secured by visiting the System Office of the Alabama Community College System during normal working hours.

The bid opening will be held on Monday, February 14th, 2022, at 10:00 AM CST in the Presidents Conference Room at the System Office of the Alabama Community College System (135 South Union Street, 3rd Floor, Montgomery, Alabama 36104).

Sealed bids are to be addressed to the physical mailing address in the following manner:

Alabama Community College System  
Attn: Joint Purchase Agreement Initiative  
135 South Union Street Suite #135  
Montgomery, Alabama 36104

It is expected that this request will be complete and unambiguous. However, vendors seeking clarification to this request should deliver inquiries in writing to the Administrator as noted per section 2.1.3.

Written replies of general significance will be posted online. Prospective vendors acknowledge that no other source is authorized to provide information concerning this request.

All information shall be entered in ink or typewritten in the appropriate space on the bid. Mistakes may be crossed out, corrected and initialed in ink by a company representative. An authorized individual must sign all bids in ink; failure to do so will result in rejection of response.

**C Spire Business agrees and will comply**

#### **2.1.6 Bid Evaluation**

An Evaluation Committee will perform the evaluation of bids.

**C Spire Business agrees and will comply**

#### **2.1.7 Selection of Finalists**

The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations or equipment demonstrations will be determined at this time (if deemed necessary).

**C Spire Business agrees and will comply**

#### **2.1.8 Clarification from Finalists**

Finalists may be asked to submit clarification to their bids (if deemed necessary).

**C Spire Business agrees and will comply**

#### **2.1.9 Contract Award**

After review of the Evaluation Committee, the System will award contracts to the most advantageous vendors.

Bids that are deemed most advantageous, taking into consideration the evaluation factors set forth in the RFB will be selected for award. No minimum or maximum number of awards has been predetermined. The System shall make reference to prices quoted by successful vendors on the Alabama State Department of Education Joint Purchase Agreement to determine the reasonableness of prices quoted in response to this Request for Bids.

**C Spire Business agrees and will comply**

## Response to General Requirements and Specifications

### GENERAL REQUIREMENTS AND SPECIFICATIONS

#### 3.1 Acceptance of Conditions Governing the Procurement

Vendor must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a bid constitutes acceptance of the Evaluation Factors contained in this RFB. Vendor must also include ISO 9001 certification as required by State Code governing Joint Purchase Agreements. According to Alabama law, any companies or contractors whose affiliates, subdivisions, subsidiaries, or departments have ISO 9001 certification can bid on the information technology to be jointly purchased by educational institutions. ISO 9001 certification is only required for vendors who are providing hardware.

**C Spire Business accepts the Conditions Governing the Procurement. C Spire Business is an authorized reseller and does not manufacture any hardware products and consequently does not hold the ISO9001 certification. We are responding to this RFB with products from Cisco, Citrix, Dell, Fortinet, Microsoft, Palo Alto, Pure, Syn-Aps, Varonis, Veeam, Vertiv, VMware, Zerto, 10ZiG & C Spire Business Managed & Cloud Services. C Spire Business is an authorized partner for each of these manufacturers and each of the hardware manufacturers amongst the list maintains an ISO9001 certificate like the ones below.**

### 3.2 Incurring Cost

Any cost incurred by the vendor in preparation, transmittal, and presentation of any material submitted in response to this RFB shall be borne solely by the vendor.

**C Spire Business agrees and will comply**

### 3.3 Vendor Responsibility

The selected vendor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring entities will issue purchase orders and make payments to only the named vendor(s).

**C Spire Business agrees and will comply**

### 3.4 Serving Sub-Contractors

The System recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, maintenance or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring entities under the terms and conditions of the contract.

**C Spire Business agrees and will comply**

### 3.5 Amended Bids

A vendor may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Evaluation Committee will not merge, collate, or assemble bid materials.

**C Spire Business agrees and will comply**

### 3.6 Vendors' Rights to Withdraw Bid

Vendors will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The vendor must submit a written withdrawal request signed by the vendor's duly authorized representative addressed to the representative listed above.

The right is reserved to waive informalities, select alternatives, and reject any or all responses, in the event such appears to be in the best interest of the System.

**C Spire Business agrees and will comply**

### 3.7 Bid Offer Firm

Responses to this RFB, including prices, will be considered firm for ninety (90) days after the due date for receipt of bids.

**C Spire Business agrees and will comply**

### 3.8 Disclosure of Bid Contents

The bids will be kept confidential until the contracts are awarded. At that time, all bids and documents pertaining to the bids will be open to the public.

All responses become a matter of public record at award. The System accepts no responsibility for maintaining confidentiality of any information submitted with any response whether labeled confidential or not.

**C Spire Business agrees and will comply**

### 3.9 No Obligation

This RFB in no manner obligates Alabama Community College System or any authorized entity to the lease or purchase of any products or services offered until a contract is awarded and vendor receives a valid purchase order from an authorized procuring entity.

The System has the right to cancel any contract, for cause, including, but not limited to, the following: (1) failure to deliver within the terms of contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the vendor, (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

Termination - the System reserves the right, for its convenience and without cause or penalty, to terminate any agreement with 30 days written notice.

**C Spire Business agrees and will comply**

### 3.10 Legal Review

The System requires that all vendors agree to be bound by the General Requirements contained in this RFB. Any vendor concerns must be promptly brought to the attention of Alabama Community College System.

**C Spire Business agrees and will comply**

### 3.11 Governing Law

The vendor shall observe, perform and comply with or require compliance with all federal, state, and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation of vendor's activities undertaken pursuant to this Agreement. The vendor shall also comply with all state and local building, fire, health, zoning laws, codes and/or regulations that affect or that are applicable to vendor's activities and operations hereunder. This RFB and the final agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflict-of-laws, provision, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

**C Spire Business agrees and will comply**

### 3.12 Basis for Bid

Only information supplied by the System in writing or in this RFB should be used as the basis for the preparation of vendor responses.

**C Spire Business agrees and will comply**

### 3.13 Agreement Terms and Conditions

The agreement between the System and the vendor will follow the format specified and contain the terms and conditions outlined in this request. However, Alabama Community College System reserves the right to negotiate with a successful vendor provision in addition to those contained in this RFB. This RFB, as revised and/or supplemented, and the successful vendor's response will be incorporated into and become part of the agreement. Vendors are encouraged to submit specific alternate language to the terms and conditions, that vendor believes would enhance the efficient administration of the agreement or result in lower product prices or both. The System may or may not accept the alternative language. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable and will result in disqualification of the vendor's response.

**C Spire Business agrees and will comply**

### 3.14 Vendor Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFB. The Evaluation Committee will reject the bid of any vendor who is not a responsible bidder or fails to submit a responsive offer as defined.

**C Spire Business agrees and will comply**

### 3.15 Change in Vendor Representatives

The System reserves the right to require a change in vendor representatives if the assigned representatives are not meeting its needs adequately.

**C Spire Business agrees and will comply**

### 3.16 Equipment and Services Schedules

The vendor may offer only those products and services that are included on the Equipment and Services Schedule (ESS). Vendors shall keep the schedule current and correct on an Internet website maintained by the vendor and shall reflect changes in technology in accordance with the terms and conditions of the contract.

**C Spire Business agrees and will comply**

### 3.17 Benefit of Cost Reduction

The System is to be given the benefit of any reduction in price below the quoted price during the term of this contract. Examples include but are not limited to, manufacturer price reductions and special promotional offerings.

**C Spire Business agrees and will comply**

### 3.18 Bid Terms

By submitting a response, the vendor agrees that this contract is to be governed by the terms and conditions set forth in the bid. Any exceptions to the specifications must be clearly identified in the last section of the vendor's response.

**C Spire Business agrees and will comply**

### 3.19 Fiscal Funding

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**C Spire Business agrees and will comply**

### 3.20 Insurance

The vendor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the System for any losses incurred in association with this agreement. Any insurance policy or policies shall cover the entire travel service operation at the System including all areas that may in the future be placed under the control or use of the vendor. The vendor shall maintain, during the life of this contract, the following minimum insurance:

KIND OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory-Alabama
Employer's Liability	\$2,000,000 (each employee, each accident and policy limit)
Commercial General Liability: Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations General Aggregate	\$3,000,000
Automobile Liability	\$2,000,000 each accident - combined single limit

These policies shall contain a thirty- (30) day written notice to the System before cancellation, reduction or other modification of any kind to the required coverage.

The vendor, at its cost, must provide acceptable evidence of compliance with the worker's compensation insurance requirements of the State of Alabama. In the event the vendor fails to maintain and keep in force, all of the insurance and Worker's Compensation coverage listed above, the System shall have the right to terminate this contract. The System and vendor shall each be listed as the named insured in said policy(ies) so that each is independently protected to the face amount of the policy.

Upon notification of award and prior to issuance of contract, the vendor shall provide the System with certification of insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Alabama and carrying an AM Best rating of A- or better, signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days written notice shall be given to the System by the party initiating any revision.

**C Spire Business agrees and will comply. Upon award and prior to issuance of contract, C Spire Business agrees to provide proof of insurance inclusive of the minimum liabilities specified, by an insurance company licensed to do business in the State of Alabama.**

### 3.21 New Products

Unless specifically called for in this request, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the request. The manufacturer's standard warranty will apply unless otherwise specified in the request. All equipment should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

**C Spire Business agrees and will comply**

## SPECIFICATIONS

This section contains specifications and relevant information vendors should use for the preparation of their responses.

Vendors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

### 3.22 Product and Services Delivery Overview

Vendors must describe their ability to provide professional services, technology equipment including related products and support services to the System and the various authorized entities. The response to this requirement should, at a minimum, include a map with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed to service procuring entity purchase orders (a very basic example map for a fictitious company is provided in Appendix B). The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Vendors must thoroughly describe their procedures for resolving customer problems and complaints including timelines and escalation measures.

Vendors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Vendors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided.

Vendors should provide a map with an indication of the locations where each type of value-added service may be provided.

**Please see enclosed**

C Spire Business designs, implements, and supports solutions from only the leading providers of technology including Cisco, Citrix, Dell, Fortinet, Microsoft, Palo Alto, Pure, Syn-Aps, Varonis, Veeam, Vertiv, VMware, Zerto, 10ZiG and Managed & Cloud Services from our regional data centers. C Spire Business has access to over 180 Data Centers where these services can be offered. By focusing on these industry leaders and next generation services, we can deliver a high level of expertise that is unparalleled in the region. We have dedicated professionals working with this choice list of manufacturers to ensure that our engineers are experts in the products we sell. C Spire Business employs a significant number of local Engineers who carry the highest levels of engineering certifications from each of our chosen manufacturers including certification combinations that are only matched by approximately 400 individuals in the world. Please see the listing of our Field Engineering staff in this section.

To decrease risk around the consumption of managed and cloud services from C Spire Business we invest heavily in our managed services engineering staff and our facilities. Our data center facilities total over 72,000 square feet of space which boasts distributed redundancy of power, cooling, internet/telecom connectivity, infrastructure and even data center site resiliency. C Spire Business also owns and operates 4 managed cloud environments across these facilities. C Spire Business employs over 50 engineering resources to design, implement, operate, and maintain our 5 data centers and 4 cloud environments. C Spire Business has been ranked the 20th best performing Managed Services Provider globally by MSPmentor the 9th best performing Cloud Service Provider in the nation by Talkin' Cloud.

### Field Engineering Scale, Depth & Certification:

Note the data below only speaks to individual Field SE certifications and does not depict the robustness of the skillset many engineers have but just don't carry a formal certification to represent the knowledge.

C Spire Business' team of engineers holds numerous specialized certifications with vendors such as Cisco, Citrix, EMC, Microsoft, and VMware. What's that mean for you? No matter the complexity of scope of the project, our team can handle it with ease. Below is a sample of the technical certifications listed below that are held by our staff.

### C Spire Business Enterprise Engineering Certifications

Number of Professionals			
1	CISSP - Certified Information Systems Security Professional	0	Citrix CCP - Networking
2	CompTIA A+	0	Citrix CCP-Virtualization
1	CompTIA Network+	0	Citrix CC-VAD-MA (Virtual Apps & Desktops on Microsoft Azure)
0	CompTIA Security+	0	Citrix CC-VAD-CC (Virtual Apps & Desktops on Citrix Cloud)
5	Cisco CCDA	1	EMC Cloud Architect
2	Cisco CCDP	2	EMC DataDomain
4	Cisco CCIE Routing & Switching	1	EMC IE (NAS & SAN)
1	Cisco CCIE Collaboration	1	EMC SourceOne
1	Cisco CCIE Voice	1	EMC PA
3	Cisco CCIE Written	2	ITIL v3
7	Cisco CMNA	1	Microsoft MCSA Azure SA
8	Cisco CCNA	0	Microsoft MCSE Azure SA
6	Cisco CCNP	2	Microsoft MCSE Cloud Platform and Infrastructure
2	Cisco CCVP	1	Microsoft MCITP
2	Cisco IOT (Sales & Engineering Colt Test)	9	Microsoft MCP
1	Cisco SMB Solutions	5	Microsoft MCSA
1	Cisco SourceFire Security	5	Microsoft MCSE
1	Cisco Certified WebEx Calling for VAR Administration - Professional	2	Microsoft MCSE Cloud Platform & Infrastructure
1	CISSP	2	Microsoft MCTS
1	Citrix CCA	0	VmWare VCA
1	Citrix CCA - Virtualization	1	Vmware VCAP - DataCenter Design
0	Citrix CCE - Virtualization	6	VmWare VCP

## C Spire Business Solutions

Business Internet | Business Phone Systems | Cloud | Data Center | Hardware & Software | Managed IT | Security

- 24/7 In-Region Support
- On-Site Technology Consultation, Design & Support
- Fully Managed Email, Spam Filtering & Encryption
- Offsite Automated Storage, Virtualization & Backup
- Hosted Phone Systems (VoIP PBX, SIP)
- Networking – Switches, Routers & Wireless Access Points
- Hardware as a Service
- Dedicated Internet Connectivity
- Data Center Rackspace (Colocation)
- Disaster Recovery/Business Continuity
- Firewalls, Intrusion Detection & Risk Assessment
- End User Cloud Computing
- Licensing Management
- File & Email Archiving
- Healthcare – Cloud-Hosted EMR Applications & Support

## C Spire History and Background

C Spire began in the 1950's as a local exchange carrier, offering phone service to underserved areas of Mississippi. In 1988 C Spire got into the fiber and wireless business. Today C Spire is the largest privately held wireless carrier in the country with physical locations with over 1,800 employees in Alabama, Mississippi, and Tennessee.

C Spire is a full-service technology company that provides wireless services, home services, business services, cloud and VoIP services and wholesale and carrier services. C Spire's solutions are designed to provide a stable, high-speed broadband fiber network providing the necessary connectivity, bandwidth, and support to exceed customer expectations. Our solutions provide unparalleled service and unprecedented performance, as evidenced by numerous industry distinctions, market research findings and customer feedback. Services are delivered over a carrier grade network managed 24x7x365 by our Network Operations Command Center. C Spire also provides the My C Spire Business Portal – a self-service website available for simpler tasks like adding phones or paying a bill.

In 2014 we acquired Callis Communications, in 2018 we acquired TekLinks and in 2020 C Spire acquired Harbor Communications. These strategic acquisitions have made C Spire a market leader in hosted voice, data, and managed IT solutions.

We are very proud of the technology company we've been able to build here in Alabama as our state is often overlooked by technology providers who don't wish to invest in our state and, instead, call on our state businesses and entities from outside our state's borders. C Spire Business feels that such a business relationship does nothing to help drive Alabama jobs, tax revenues, economic development and community outreach within our state. We are proud to call Alabama our home. We look to grow our relevancy to our clients by investing in what they care about most.

## FOUNDED

1948

## OWNERSHIP

Private, C Spire

## HEADQUARTERS

C Spire Business  
Birmingham, AL

## WEBSITE

[cspire.com/business](http://cspire.com/business)

## NUMBER OF DATA CENTERS

- 5 owned and operated
- Access to 180+ nationwide

## NUMBER OF EMPLOYEES

1,750

## OFFICE LOCATIONS



### ALABAMA

Birmingham  
Huntsville  
Mobile



### MISSISSIPPI

Gulfport  
Hattiesburg  
Ridgeland  
Southaven



### TENNESSEE

Chattanooga  
Knoxville  
Nashville

## COMPLIANCE & CERTIFICATIONS

- SSAE 16 SOC 1/SOC 2 Type II
- Cisco Master Collab Specialization
- Designated Cisco Certified Cloud Provider

# Fact Sheet

## OUR MISSION

At C Spire Business, we provide organizations of all sizes with the power and reliability they need to win every day.

Our team of specialized IT experts work with you to deliver the right solutions for your unique challenges. As your needs change, we help you adapt on the fly so you're always two steps ahead.

See how C Spire Business can power your success.

## OUR SOLUTIONS

Business Internet | Business Phone Systems | Cloud | Data Center  
Hardware & Software | Managed IT | Security

- 24/7 In-Region Support
- On-Site Technology Consultation, Design & Support
- Fully Managed Email, Spam Filtering & Encryption
- Offsite Automated Storage, Virtualization & Backup
- Hosted Phone Systems (VoIP PBX, SIP)
- Networking – Switches, Routers & Wireless Access Points
- Hardware as a Service
- Dedicated Internet Connectivity
- Data Center Rackspace (Colocation)
- Disaster Recovery/Business Continuity
- Firewalls, Intrusion Detection & Risk Assessment
- End User Cloud Computing
- Licensing Management
- File & Email Archiving
- Healthcare – Cloud-Hosted EMR Applications & Support

## STRATEGIC VENDOR PARTNERS

Cisco | Gold Partner  
Dell Technologies | Gold Partner  
VMware | Premier Partner

Citrix | Platinum Solution Provider  
Veeam | Gold Pro Partner  
Microsoft | Cloud Productivity Partner

## Engineering Consistency & Client Relationships

When you partner with C Spire Business, you are assigned a Corporate Account Manager and Lead Systems Engineer to work with you. The uniqueness of our approach is that the Lead Systems Engineer is the named technical resource to consult with a client starting from presales engagements all the way through architecture designs, implementations and post implementation support. This approach streamlines project communications down to a specific engineering resource throughout the entire project life cycle.

There are clear benefits to the dedicated C Spire Business account team, which is supported by Engineering Coordinators, an escalation team and a host of engineering specialists that can be engaged for client support and problem resolution when needed. This escalation and support team is there to supplement the Lead Systems Engineer when a client needs C Spire Business and their Lead Systems Engineer is not immediately available. This unique C Spire Business approach and the specific knowledge of the client environment that our account teams maintain, allows us to facilitate effective IT planning and develop long term client relationships. C Spire Business strives for our account teams to be extensions of our client's information technology teams.

## Client Responsiveness & Resource Depth

In order to deliver high levels of client satisfaction, C Spire Business maintains physical offices throughout the geographic footprint that we serve and strives to maintain relationships with the best IT personnel in our business, so when we enter a new market, we are able to hire the brightest IT minds in that area, continue to develop their skills and accordingly demonstrate a commitment to the geography by opening a physical business office in each.

C Spire Business offices are generally only a 2-3 hour drive to another office, allowing for appropriate sharing of company engineering resources to meet our client's support expectations. C Spire Business employs over 200 on staff engineering experts in Alabama, Mississippi, and Tennessee, with a total of 1,700 employees.

## IT Awards and Recognition



2021 Cisco Americas  
US Central Area  
Service Provider of the  
Year Award



Cisco Enterprise  
Networking Partner of  
the Year for FY21 Gulf  
States Region



Cisco Gulf States  
Partner of the Year for  
FY21



Top 250 Solution  
Providers in North  
America



Top 150 Managed  
Service Provider in  
North America



#113 | Top 500 Solution  
Provider in North  
America



#10 | Top 100 Vertical  
MSP  
#3 | Healthcare Vertical  
MSP in the World



Cisco Commercial  
Scale  
Partner of the Year  
2020



#138 | 2020 CRN Fast  
Growth 150



Top 150 Managed  
Service Provider in  
North America



#34 | Top 100 Privately  
Owned



MSP Tech Elite 250



10 Best Microsoft  
Solution  
Providers



2018 Cloud Computing  
Winner



#164 | Top 500  
Solution Providers



#20 | Top 20 Managed  
Service Providers in the  
World

C Spire Business is headquartered in Birmingham, AL with physical locations throughout Alabama, Mississippi, and Tennessee. C Spire Business can provide value added technical services including assessment, design, implementation, configuration, consultation, and training to all Alabama Community College System locations.

C Spire Business can purchase equipment either directly from its manufacturers or through a variety of different stocking distributors to ensure products arrive to clients as quickly and dependably as possible. Such shipments are made from warehouses located throughout the United States. Delivery can be made to any Alabama Community College System location. If awarded the ACCS contract, C Spire Business agrees to set up more comprehensive Electronic Commerce capabilities to further enhance what we offer today and ease online product ordering. However, C Spire Business specializes in more complex technologies that require proper design and configuration as opposed to only commodity hardware (IE: network and unified communications solutions as opposed to spare hard drives). Therefore, the C Spire Business organization is designed to embrace a much more intimate relationship with our clients than only online transactions. The Alabama Community College System will have a central point of contact for all sales inquiries (Corporate Account Manager), the central contact will either handle the sales inquiry directly or will work in conjunction with an assigned engineering, sales support, or order processing resource to help. C Spire Business can provide each Alabama Community College System member with the contact information of their dedicated C Spire Business team which will consist of:

- Enterprise/Corporate Account Manager (CAM) – Sales and account management. Main point of contact. Problem resolution.
- Presales Engineer – Presales system design and consultation
- Lead Field Engineer – Presales system design and post-sales implementation and support
- Sales Support – Quote creation and order ETA information
- Ordering Specialist – Order entry and processing

C Spire Business strongly encourages purchasing entities to invest in technical support or maintenance services that fit the category of most every product being purchased. Technical support services will provide hardware replacement and Technical Assistance Center access. It will also enable C Spire Business to open a trouble case on behalf of the purchasing entity if desired. A more complete description of Technical Support services can be found on Cisco, Citrix, Dell, Fortinet, Microsoft, Palo Alto, Pure, Syn-Aps, Varonis, Veeam, Vertiv, VMware, Zerto and 10ZiG websites or by C Spire Business at the request of the State of Community College System.

## Ticketing Automatic Escalation System

C Spire Business procedures for resolving customer problems and complaints are very thorough, a complete description, along with detailed flow charts is contained in this section.

The ITIL framework has been adopted by C Spire Business and helps us ensure a consistent service delivery. It has also been foundational in our ability to achieve various levels of organizational certification (<https://www.cspire.com/cms/business/assurance-certifications/>). The majority of customer Incidents, Service Requests, and Problems are addressed by the Client Support Services and Client Service Engineering teams. Both teams are composed of a tiered structure designed to facilitate a quick and consistent client support experience. The resources within these teams are aligned in the following fashion:

### Customer Support Services, Helpdesk Specialist (HD):

Helpdesk consists of a team of true frontline technicians that answer all incoming calls and triage/resolve tickets within a 5-15 minute time frame. Equally important, Helpdesk technicians assign out all tickets on our various ticketing boards by load balancing them to our available Tier 1 resources. The Helpdesk is designed to provide our clients a positive customer support contact that will resolve “Quick Hit” tickets (password resets, account creations, Terminal session support, etc.), collect and document pertinent information, and escalate tickets to the proper resources for fastest resolution.

### Customer Support Services, Tier 1 System Administrator (T1):

Tier 1 is a team of highly knowledgeable technical resources that focus on handling the bulk of incoming ticket volume. T1 resources work to respond within our contractual SLA and will resolve any issue if at all possible within one hour of dedicated effort. If a T1 resource is not able to resolve after one hour of effort, they are encouraged to engage with our Tier 2 team for guidance or escalation. T1 is designed to handle our daily ticket volume quickly and to escalate efficiently when a ticket falls outside of their scope in terms of access, complexity, or time required.

### Customer Support Services, Tier 2 System Administrator (T2):

Tier 2 is a team consisting of generalist resources with the highest technical ability within Customer Support Services. This group focuses on handling complex issues within our client environments and related to our various technology services. It is only when a T2 resource is unable to resolve an issue after four hours of dedicated effort, limited by access, or dictated by emergency priority, that an issue is escalated further to our engineering teams. T2 is designed to address complexity in order to protect our engineering groups from run rate support as much as possible.

### Client Service Engineering, Tiers 1 through 3:

Client Service Engineering is a team consisting of technology specialists more closely aligned to the products and services we provide. When a ticket is escalated from Customer Support Services to Client Service Engineering, a Tier 1 Engineer for that technology is assigned and will engage other engineering disciplines or higher-tiered Engineering resources as necessary to reach resolution, while keeping the customer informed each step of the way.

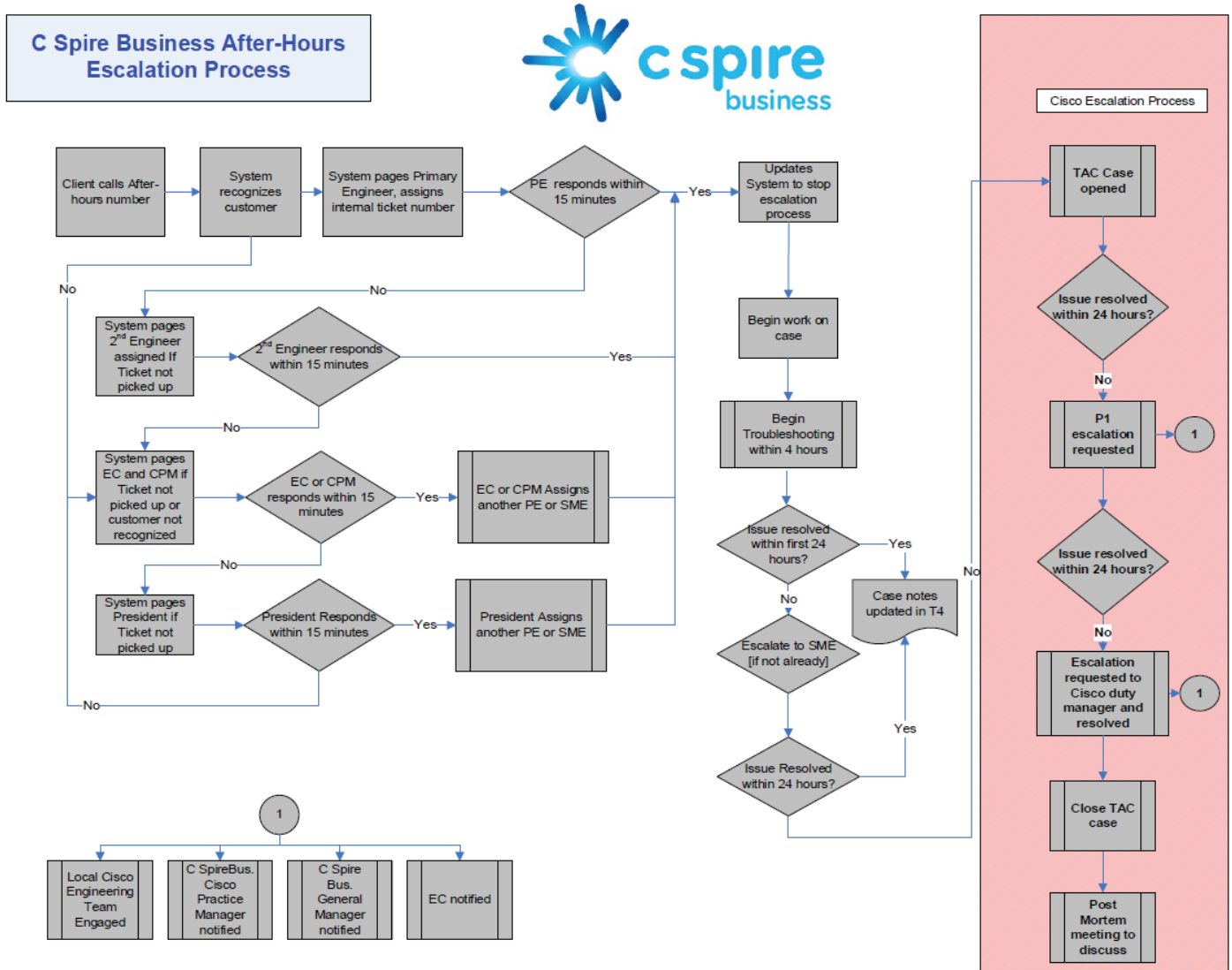
These teams work together to maintain our Knowledge Management System in order to ensure that everyone has the information they need at their fingertips to provide a consistent service experience. While our Knowledge Management System includes Managed Documents that describe our core Processes and

Procedures (Incident Management, Problem Management, Demand Management, etc.), it also securely stores information on customer environments and technology-specific KB articles.

Additionally, our Customer Support Services and Client Service Engineering teams are trained to inform their Management and the appropriate members of Account Management of any customer complaints that occur during the support process. A Complaint ticket is then created, reviewed, investigated, and addressed by members of Management and Account Management with the results being reviewed by Senior Management. This process helps us continually evaluate and improve the customer experience. In this section is a description of the process followed to acquire after-hours support. Note that it is always an option to contact your assigned engineer directly (during normal business hours or after-hours). C Spire Business has implemented a customized version of the Trouble Ticketing software. This software is integrated with our Automated Attendant and Microsoft Exchange email systems. When a call comes in after-hours the caller can follow the prompts to have their call forwarded to the Trouble Ticket System (TTS). The call is converted into an email format within Exchange and sent to TTS where it pages the Primary Assigned Engineer (PAE). If the PAE does not log into TTS within 15 minutes of the page and “pick up the ticket” then TTS will page a Secondary Assigned Engineer (SAE).

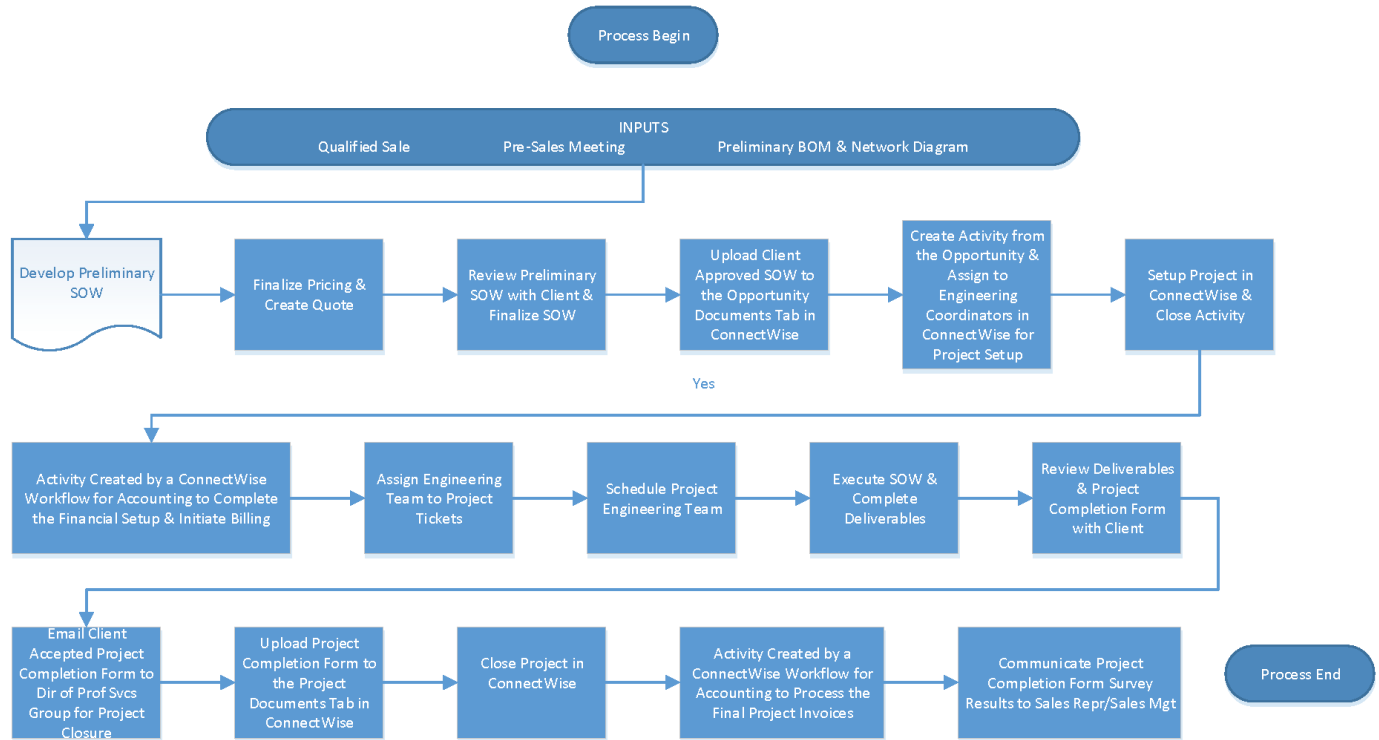
The SAE then has 15 minutes to “pick up the ticket” and stop the escalation process. If the SAE does not respond then TTS will page the Engineering Coordinators (EC) and Client Care Management (CCM). If one of these people does not pick up the ticket and stop the escalation process then TTS pages the executive management team at C Spire Business. When the EC’s, CCM or executive management “pick up a ticket” it is their responsibility to call the customer, assess the situation and identify the appropriate and assigned engineer to respond and start the problem resolution process. The following examples show the escalation process of the TTS.

## Escalation Process



## Project Engagement Process

### FLAT FEE PROJECT ENGAGEMENT PROCESS



## Cisco Certifications / Accreditations

C Spire Business is a Cisco Systems Gold Integrator Partner, with 4 Cisco Certified Internetworking Experts (CCIE), 2 Double Cisco Certified Internetworking Experts, 11 Cisco Certified Networking Associates, 11 Cisco Certified Sales Experts, and 20+ Cisco certified professionals.

Taken directly from the Cisco Website, the following Cisco certifications, accreditations, and specializations are held by C Spire Business:

### Reseller Certification

- Gold Integrator Partner

#### Reseller Specializations

- Advanced Collaboration Architecture Specialization
- Advanced Data Center Architecture Specialization
- Advanced Security Architecture Specialization
- Advanced Enterprise Networks Architecture Specialization
- AppDynamics Specialization
- Cisco IoT Specialization
- Cisco WebEx Contact Center Specialization
- Collaboration SaaS Specialization

#### Authorizations

- Adoption Services Support
- Buying Models Commerce Certification
- Cisco WebEx Calling Certification
- EA AppD Data Center
- EA Cisco DNA Switching Wireless Routing
- EA Collab - UC TP PC
- EA Collab – Flex Plan
- EA Data Center ACI and HyperFlex
- EA Data Center Choice-Intersight TAAS CC
- EA Data Center Cloud
- EA Meraki
- EA Secure Remote Work
- EA Security choice
- SaaS Simple Resale

### Cloud & Managed Service Provider

- MPLS VPN
- Infrastructure as a Service
- Cloud and Managed Services Master

### Other

- Security Enterprise Licensing Agreement
- Cisco Certified Refurbished Equipment
- Regular Try and Buy
- Tetration Try and Buy
- Meraki Confirmed Partner
- Duo Confirmed Partner
- Live Action Confirmed Partner

## Authorization Letters

Cisco



### Manufacturer's Authorization Form

**Date:** January 26, 2022  
**To:** Alabama Community College System (ACCS)  
**Subject:** ACCS-2022-01 Joint Purchasing Agreement

Cisco Systems, Inc., a company duly organized under the laws of the State of Delaware of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, C Spire Business ("Partner") wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of Cisco Products and/or Services which entitles Partner to do the following:

1. resell and/or distribute Cisco products and/or services in United States to end users within that territory;
2. bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Partner is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.


Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

The confirmation provided under this Authorization form shall be accurate as of the date appearing at the top of this letter.

If you need any additional information, please do not hesitate to contact Victoria Blaylock at 731-217-8543. For more information about Cisco's channel partner program, please visit the following URL: <http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization form for and on behalf of: **Cisco Systems, Inc.**

Brian Dulac, Director, Finance

C Spire Business(USA)				
	Program Name	Status	Next Action	Anniversary Date
<input type="checkbox"/>	Customer Experience Specialization	NOT-SUBMITTED	<a href="#">Review Application</a>	
<input type="checkbox"/>	Master Collaboration Specialization 	RE-CERT	<a href="#">Renew</a>	15-Aug-2021
<input type="checkbox"/>	Master Security Specialization	NOT-SUBMITTED	<a href="#">Review Application</a>	
<input type="checkbox"/>	Advanced Collaboration Architecture Specialization	APPROVED		03-Feb-2023
<input type="checkbox"/>	Advanced Data Center Architecture Specialization	APPROVED		04-Feb-2023
<input type="checkbox"/>	Advanced Enterprise Networks Architecture Specialization	APPROVED		21-Jan-2023
<input type="checkbox"/>	Advanced Security Architecture Specialization	APPROVED		25-Jan-2023
<input type="checkbox"/>	AppDynamics Specialization	APPROVED		24-Jan-2023
<input type="checkbox"/>	Cisco IoT Specialization	APPROVED		23-Sep-2022
<input type="checkbox"/>	Cisco Webex Contact Center Specialization	APPROVED		10-Jun-2022
<input type="checkbox"/>	Collaboration SaaS Specialization	APPROVED		11-Jun-2022
<input type="checkbox"/>	Gold Integrator	APPROVED		15-Aug-2022

Citrix

Partner Details									
Partner Name:		C SPIRE BUSINESS				Org ID:		45478012	
Preferred Distributor:		[REDACTED]				URL:		<a href="http://www.cspire.com/business">http://www.cspire.com/business</a>	
% Citrix Business:		10%				Annual Revenue:		[REDACTED]	
						Primary Organization Location:		Yes	
						Primary Country Location:		No	
Geo:		Americas							
Area:		US SMB							
Country:		USA							
No. of Employees:		>100				No. Sales Employees:		11-49	
No. Marketing Employees:		6-10				No. Technical Employees:		11-49	
Target Sectors:		Govt, State / Local, Financial, Technology, Healthcare, Education, Pharmaceuticals, Telecommunications, Manufacturing, Retail, Insurance, Oil / Gas, Services				Inception Date:		2020-02-05	
Vendor Lines:		Microsoft, Dell, VMMWARE, EMC, Cisco, Other, Symantec							
Partner Locations and Memberships									
Org ID	Name	Country	City	Program ID	Type	Level	Start Date	Agreement	
45478012	C SPIRE BUSINESS	USA	BIRMINGHAM	3000439	CSN	GOLD	2021-02-01	2022-01-31	
45478012	C SPIRE BUSINESS	USA	BIRMINGHAM	3105184	CSP	AUTHORIZED	2021-09-01	2023-08-31	

Dell



# C Spire Business

---

HAS MET THE PROGRAM PREREQUISITES AND BUSINESS REQUIREMENTS TO QUALIFY  
AS A DELL TECHNOLOGIES PARTNER PROGRAM PLATINUM SOLUTION PROVIDER

A handwritten signature in black ink, reading 'Rola Dagher'.

---

**Rola Dagher**  
Global Channel Chief,  
Dell Technologies

*February 2021 to January 2022*

Fortinet



## *Certificate of Authorized Reseller*

Date: 01/31/2022

Fortinet, Inc. operates through a channel of independent distributors and resellers. Therefore, Fortinet hereby confirms that: C Spire

Having its registered place of business at:  
1018 Highland Colony Parkway, Ridgeland, Mississippi 39157, United States;

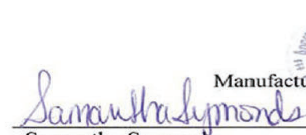
is currently an authorized FortiPartner and is currently authorized throughout to sell Fortinet products as a partner with the following designations:


- Level of Engagement: Select
- Business Model: Integrator

This certificate is issued as of the date shown above, and is valid for 180 days from this date.

Provided the FortiPartner identified above has purchased applicable support services from Fortinet and the applicable support services have been effectively registered and contracted with Fortinet, Fortinet agrees and undertakes that Fortinet would provide support for the applicable Fortinet products according to the terms of the support agreement, available at <https://support.fortinet.com>. Fortinet Products are shipped subject to the terms of its then-current End User License Agreement, available at <http://www.fortinet.com/doc/legal/EULA.pdf>, which sets forth Fortinet's warranty.

This certificate is subject to the FortiPartner maintaining its FortiPartner Agreement with Fortinet and to Fortinet's FortiPartner guidelines. Fortinet's partner program and its guidelines are available for review at [http://www.fortinet.com/partners/partner\\_program/fpp.html](http://www.fortinet.com/partners/partner_program/fpp.html). Notwithstanding anything to the contrary herein, authorized FortiPartners do not represent Fortinet and can not make statements that are binding on behalf of Fortinet.

  
Samantha Symonds  
Vice President of Legal and Compliance, Americas

 **Manufacturer Confirmation**

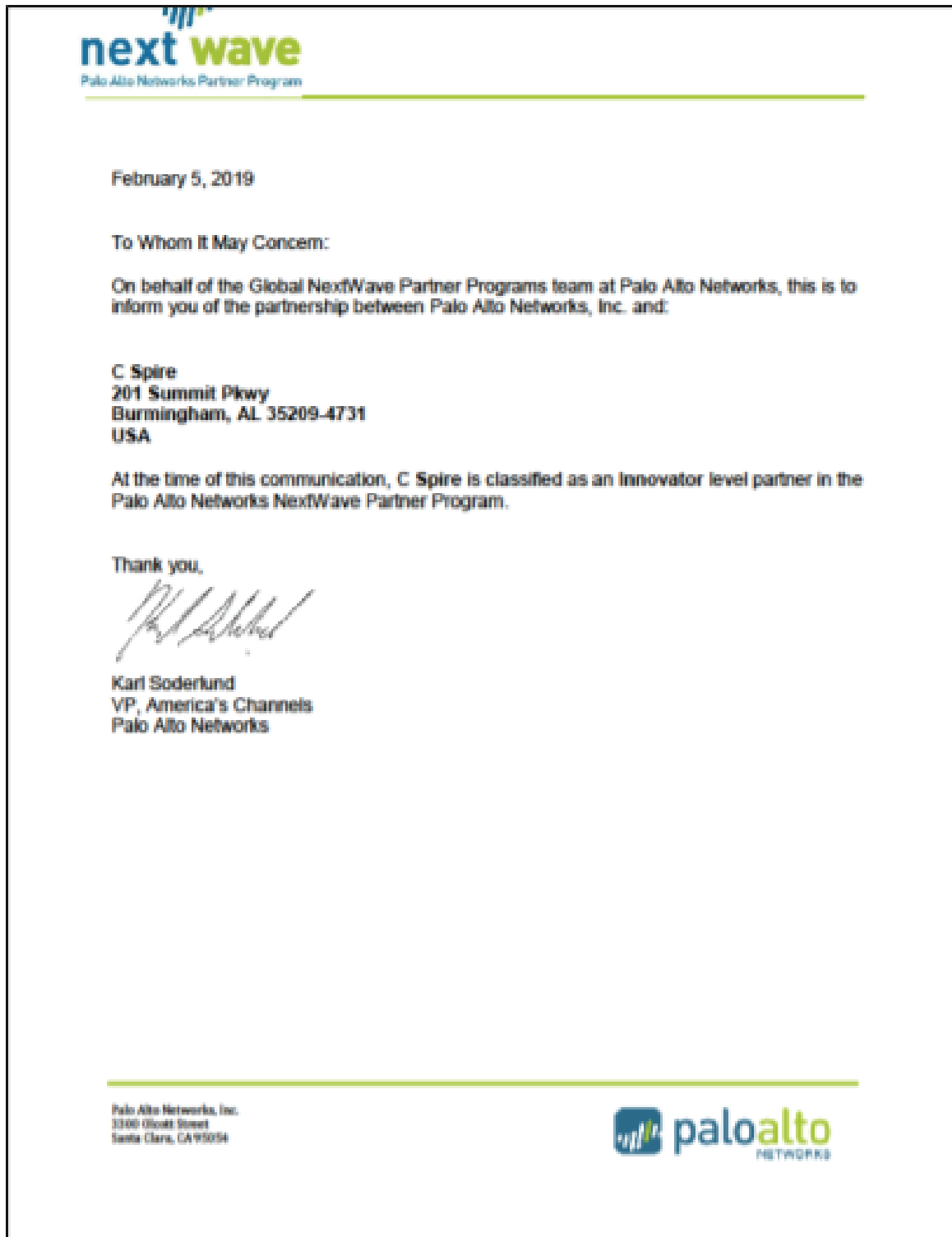
FORTINET, INC.  
899 Kifer Road  
Sunnyvale, CA 94086

Telephone: +1-866-868-3678  
Email: [sales@fortinet.com](mailto:sales@fortinet.com)  
Website: [www.fortinet.com](http://www.fortinet.com)

## Microsoft



## Palo Alto



## Pure Storage



January 27, 2022

C SPIRE  
201 Summit Parkway |  
Birmingham, AL 35209

Attn: Blair Roper, VAR Practice Manager

Ref: Letter of Authorization – Alabama Community College RFB for ACCS

Dear Ms. Roper,

This letter is to confirm that C Spire Business (“C SPIRE”) is an authorized reseller in good standing of Pure Storage, Inc. (“Pure Storage”) products and services. As such C SPIRE is authorized to sell all Pure Storage products and services.

Pure Storage hereby certifies that it operates a Quality Management System which complies with the requirements of ISO 9001.

Should you require any additional information, please feel free to contact me at (301) 717-9968 or [kim.bradbury@purestorage.com](mailto:kim.bradbury@purestorage.com).

Sincerely,

DocuSigned by:  
A handwritten signature in black ink that reads 'Kimberly P. Bradbury'.  
B97819797A454C9...

Kimberly P. Bradbury  
Sr. Director, Public Sector Contracts



Veeam



PROPARTNER  
NETWORK

## C spire Business - TekLinks Inc

is confirmed and recognized as a Veeam official partner with the following specifications:

Partnership type: Value-Added Reseller

Level: Gold

A handwritten signature in black ink, appearing to read "Kevin Rooney".

KEVIN ROONEY  
Vice President North American Channel Sales

01/01/2022 - 06/30/2022

## VMware

Partner Name	Hybrid Cloud			Hybrid Cloud / Multi-Cloud	Modern Applications	Transform Networking and Security	Empower Digital Workspace
	Data Center Virtualization	Cloud Management and Automation	Cloud Provider	VMware Cloud on AWS	Cloud Native		
C Spire Business	Principal	None	Principal	None	None	Advanced	Advanced

### Performance Status

✓ Meet Requirement ✗ Attention Required

Principal	Mastery	✓	✗	✓	✗	✗	✗	✗
	Solution Competency	✓	✗	✓	✗	✗	✓	✗
	Tier Credits	✓	✗	✓	✗	✗	✓	✗
Advanced	Solution Competency	✓	✗	✓	✗	✗	✓	✓
	Tier Credits	✓	✓	✓	✗	✓	✓	✓
Partner	Solution Competency	✓	✗	✓	✗	✗	✓	✓

### Additional Operational Requirements (Cloud Transactions)

VOP-CP (Hosting/Managed Services)	✓
VOP-SE (Subscription-based Offerings)	✓
Committed Contract to Transact	✓
VOP SD-WAN (Software-Defined Wide Area Network)*	✗

To learn more about the optional VOP SD-WAN Accreditation, please see the [VOP SD-WAN FAQ](#)

### Foundational Requirements (For All Partners)

Ethics and Compliance Training	✓
(2) VSP Foundation	✓

## NPS - C Spire Business Customer Satisfaction Survey

C Spire Business has a Net Promoter Score of 82 (max possible score = 100, minimum possible score = -100) based on returned customer surveys. Customers are surveyed at the resolution of any submitted support requests. C Spire Business ascribes to the Net Promoter Score methodology for gauging customer satisfaction.

More information on Net Promoter Score can be found here: <https://www.medallia.com/net-promoter-score/>. The following graphic is an illustration of the customer satisfaction results as of January 31, 2022.



■ Detractor   ■ Passive   ■ Promoter



### DETRACTORS

'Detractors' gave a score lower or equal to 6. They are not particularly thrilled by the product or the service. They, with all likelihood, won't purchase again from the company, could potentially damage the company's reputation through negative word of mouth.



### PASSIVES

'Passives' gave a score of 7 or 8. They are somewhat satisfied but could easily switch to a competitor's offering if given the opportunity. They probably wouldn't spread any negative word-of-mouth, but are not enthusiastic enough about your products or services to actually promote them.



### PROMOTERS

'Promoters' answered 9 or 10. They love the company's products and services. They are the repeat buyers, are the enthusiastic evangelist who recommends the company products and services to other potential buyers.

## C Spire Business Locations

Alabama	Mississippi	Tennessee
201 Summit Parkway Birmingham, AL 35209 (866) 455-9628	1018 Highland Colony Parkway (Corp HQ) Ridgeland, MS 39157 (866) 455-9628	1206 Pointe Centre Drive, Ste. 250 Chattanooga, TN 37421 (866) 455-9628
1500 Perimeter Pkwy NW, Ste. 123 Huntsville, AL 35806 (866) 455-9628	10394 Express Dr. Gulfport, MS 39503 (866) 455-9628	6100 Lonas Drive Knoxville, TN 37909 (866) 455-9628
107 Saint Francis Street, Ste. 2500 Mobile, AL 36602 (866) 455-9628	4200 Mamie Street, Ste. 180 Hattiesburg, MS 39402 (866) 455-9628	2 Maryland Way, Suite 300 Brentwood, TN 37027 (866) 455-9628
	5740 Getwell Road, Building 5 Southaven, MS 38672 (866) 455-9628	



### 3.23 Reporting

Vendors must agree to provide quarterly utilization reports to the System based upon the schedule and minimum content as described in this request. Quarterly reports must be submitted to The System Office to JPA-Notification@accs.edu. The electronic copy must be in the form of a PDF file. Vendors must describe their ability and commitment to meet this requirement and include a sample quarterly report with the bid response. The required report must be compiled and forwarded to the Joint Purchase Agreement Initiative Administrator within two weeks of the end of each quarter. Vendors may count quarters either from the calendar (i.e., the end of March will be the end of the first quarter) or from the time we awarded you the bid (i.e., May 1 will be the end of the first quarter). An example of the required reporting format is included in Appendix C. Failure to provide the required report in the specified format could result in removal from the contract.

Vendors are encouraged to describe and include additional sample reports. Vendors are encouraged to describe other reporting capabilities such as electronic delivery of reports or direct access to Internet or other databases that may be used to administer the agreements or support marketing.

**C Spire Business agrees to continue to provide quarterly utilization reports to ACCS based upon the schedule and the content described in this request. An example of the report for equipment purchases is included.**

#### Quarterly Usage Report Fourth Quarter - 2021

October - December 2021  
Contract: ACCS-2019-01

Invoice Date	Purchasing Entity	Order Number	Sales Amount
10/23/2021	Customer 1	SO-xxxxxxxx	XXX, XXX.XX
11/5/2021	Customer 2	SO-xxxxxxxx	XX,XXX.XX
11/13/2021	Customer 3	SO-xxxxxxxx	XXX,XXX.XX
12/9/2021	Customer 4	SO-xxxxxxxx	X,XXX.XX

### 3.24 Electronic Commerce

Vendors must describe their ability to provide and maintain, at a minimum, an Internet website that contains the complete ESS as well as product specifications and options. Vendors are encouraged to describe an existing capability or commitment to implement a website that would provide procuring entities guidance and assistance with product selection, purchase order tracking, reporting or other relevant capability. The ability or commitment to accept and process purchase orders electronically should be thoroughly described. Internet URL's may be provided which reference sites that demonstrate the desired functionality.

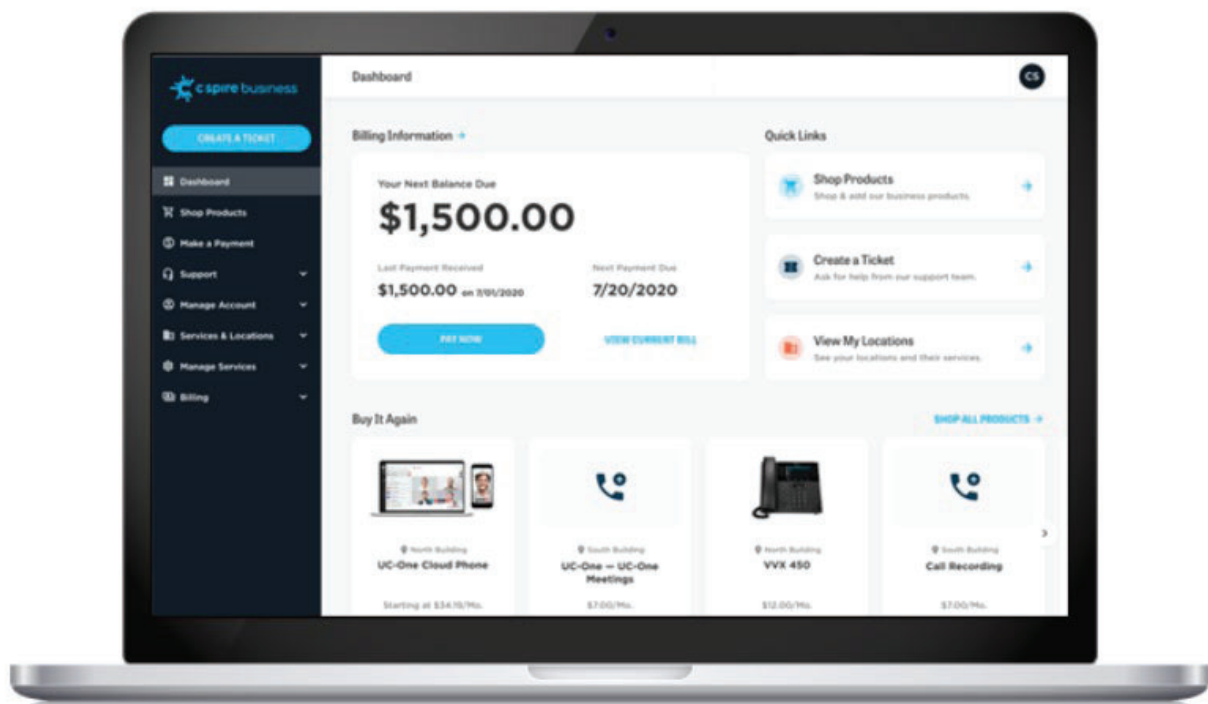
**C Spire Business has a web-based system for our clients.**

#### My C Spire Business

<https://csidpgov.cspire.com/oxauth/login.htm>

#### Capabilities

- Make payments
- Shop products
- Get support
- Request moves
- Track your orders
- Find guides
- Manage accounts
- Manage applications
- Update information



A number of tools are presently available at our manufacturer partner's websites to also aid in ACCS members desire to learn about the products C Spire Business provides.

<b>Cisco</b>	<a href="https://www.cisco.com/c/en/us/products/index.html">https://www.cisco.com/c/en/us/products/index.html</a>
<b>Citrix</b>	<a href="https://www.citrix.com/products/">https://www.citrix.com/products/</a>
<b>Dell</b>	<a href="https://www.delltechnologies.com/en-us/products/index.htm">https://www.delltechnologies.com/en-us/products/index.htm</a>
<b>Fortinet</b>	<a href="https://www.fortinet.com/">https://www.fortinet.com/</a>
<b>Microsoft</b>	<a href="https://support.microsoft.com/en-us/all-products">https://support.microsoft.com/en-us/all-products</a>
<b>Palo Alto</b>	<a href="https://www.paloaltonetworks.com/network-security">https://www.paloaltonetworks.com/network-security</a>
<b>Pure</b>	<a href="https://www.purestorage.com/products/flash-array-m.html">https://www.purestorage.com/products/flash-array-m.html</a>
<b>Syn-Aps</b>	<a href="https://www.syn-apps.com/revolution/">https://www.syn-apps.com/revolution/</a>
<b>Veeam</b>	<a href="https://www.veeam.com/data-center-availability-suite.html?ad=menu-products">https://www.veeam.com/data-center-availability-suite.html?ad=menu-products</a>
<b>Varonis</b>	<a href="https://www.varonis.com/">https://www.varonis.com/</a>
<b>Vertiv</b>	<a href="https://www.vertiv.com/en-us/products/">https://www.vertiv.com/en-us/products/</a>
<b>VMware</b>	<a href="https://www.vmware.com/products.html">https://www.vmware.com/products.html</a>
<b>Zerto</b>	<a href="https://www.zerto.com/">https://www.zerto.com/</a>
<b>10ZiG</b>	<a href="https://www.10zig.com/about">https://www.10zig.com/about</a>

### 3.25 Breadth of Offering

C Spire Business offers a wide variety of IT solutions including hardware, software, and a variety of professional services (described above) designed to meet our client's needs.

Service	Description
Hardware & Software	C Spire is the Southeast's premiere supplier of value-added hardware and software from leading IT manufacturers all over the world. We work tirelessly to meet rigorous standards set by IT giants such as Cisco, Dell Technologies, Microsoft, VMware, and Citrix in order to earn their top certifications. That means you get the benefit of our expertise, partner-level discounts, and highly specialized engineers. And because we also specialize in Professional Services and Managed IT, we can add management or support to equipment, giving you a one-stop-shop for your IT needs.
Professional Services	C Spire Business designs, implements, and supports solutions from the leading providers of technology including Cisco, Citrix, Dell, Fortinet, Microsoft, Palo Alto, Pure, Syn-Aps, Veeam, Vertiv, VMware, 10ZiG and Managed & Cloud Services from our 5 regional data centers. By focusing on these industry leaders and next generation services, we can deliver a high level of expertise that is unparalleled in the region. C Spire Business employs a significant number of local Engineers who carry the highest levels of engineering certifications from each of our chosen manufacturers including certification combinations that are only matched by approximately 400 individuals in the world.
Unified Communications	C Spire Business offers the Cisco Unified Communications suite of products. This suite of products includes Cisco Call Manager, Unity Voice Mail, Mobility, and Call Center.
VoIP	<p><b><u>IP VOICE</u></b></p> <p>C Spire proposes a Polycom VoIP Enterprise Phone System hosted at a carrier grade data center. This solution includes:</p> <ul style="list-style-type: none"> <li>• Polycom VVX IP Phones</li> <li>• Polycom Conference Phones</li> <li>• IP Voice Complete</li> <li>• Unlimited Outbound Domestic Long Distance</li> <li>• Onsite Training for Staff</li> <li>• Local Service</li> <li>• Web Administration Portal</li> <li>• UC-One Collaboration App (mobile and desktop app)</li> <li>• Auto Attendant</li> <li>• Receptionist Console</li> <li>• Install &amp; Setup</li> <li>• All Maintenance &amp; Support 24/7</li> </ul> <p>IP Voice can help your business get more work done in a shorter time. We enable the mobile workforce, connect remote offices, increase productivity and client satisfaction.</p>
UC-One	C Spire Business offers UC-One, an easy-to-use cloud collaboration app that lets you call, message, and meet with anyone from any device in full HD Video. It works on Mac and Windows desktops, Android and iOS tablets and smartphones. It's powered by our VoIP product.

Service	Description
Voice over IP and Telephony	C Spire Business owns and operates a hosted Broadworks platform to deliver robust, resilient VOIP services across our footprint.
Networking	<p>C Spire Business provides a host of network connectivity and circuit delivery options, from simple DIA circuits to MPLS/VPDN network design and buildout.</p> <p>C Spire Business offers a fully managed SD-WAN solution to allow for advanced Layer 7 application control, QoS, SLAs, and failover for redundant connectivity.</p>
Virtualization	<p>C Spire Business operates its own cloud IaaS offering, allowing customers to virtualize workloads in C Spire's cloud with a robust suite of connectivity and management services.</p> <p>As a Citrix Gold Partner, C Spire can also allow for Desktop &amp; Application virtualization sessions hosted either by C Spire Business or in Citrix cloud.</p>
Backup / Disaster Recovery	C Spire Business provides a robust array of backup and Disaster Recovery/Business Continuity services based on Veeam and Zerto platforms
Managed Services	Having one of the largest Managed Services practices in the country, C Spire Business provides an array of managed IT services, such as managed cloud, managed networks and security, and managed servers.
Cloud Services	<p>C Spire Business offers a wide array of Cloud Infrastructure and Connectivity services, from Virtual Machines and Virtual Datacenter, cloud hosted Firewalls, Cloud Storage, Cloud Backup and Disaster Recovery, to SDN connectivity to private sessions in AWS and Azure.</p> <p>C Spire Business also provides productivity services such as Microsoft 365.</p>
End User Support and Managed Helpdesk	C Spire Business can provide direct support to end-users and their devices, freeing up IT staffs to focus on driving value to the organization.
Data Center Solutions	Critical to any IT operation is the reliability of the data center components responsible for maintaining uptime of the IT equipment. C Spire Business is a certified partner with both Liebert and APC for UPS's, environmental control systems, racks and wiring solutions. C Spire wholly owns and operates a certified Tier III Data Center, as well as additional datacenters that are SSAE16 certified for hosting managed and cloud services. C Spire Business is uniquely qualified in understanding the factors that must be considered as part of a data center. Likewise, C Spire Business has certifications enabling them to install these types of solutions.

### 3.26 Primacy Account Representative

**Scottie Orr will be the primary account representative for this agreement and will be the marketing supervisor who will be responsible for the performance of the agreement.**

**Scottie Orr**  
**C Spire Business Vice President, Enterprise**  
**(865) 919-3434**  
**sorr@cspire.com**

### 3.27 References

Vendors must submit three (3) references of entities of like size and complexity, and/or entities that have or are currently receiving similar products and services to those proposed by the vendor for this procurement. Each reference must include the name of the contact person, address, telephone number and description of products and services provided.

Name	Wallace State Community College – Hanceville
Address	801 Main Street NW Hanceville AL 35077
Contact	Matt Ingram, Computer Specialist
Phone	256-338-1587
Services	Data Center, Network infrastructure, Unified Communications/WebEx, Video Conferencing, Wireless Networking, Storage and Virtualization products, HVAC, Power, data racks, data and voice cabling/wiring installation services. Includes Cisco Systems, Dell/EMC, Fortinet, SynApps, Palo Alto, VMWare, Veeam, Microsoft, Liebert Corporation a business of Vertiv, Engineering design, technical support and installation services for all noted products.

Name	Athens State University
Address	300 N. Beaty St. Athens, AL 35611
Contact	Bud Gifford, Assistant Director, Information Technology Services
Phone	256-216-6677
Services	Data Center, Network infrastructure, Unified Communications/WebEx, Video Conferencing, Wireless Networking, Storage and Virtualization products, HVAC, Power, data racks, data and voice cabling/wiring installation services. Includes Cisco Systems, Dell/EMC, Fortinet, SynApps, Palo Alto, VMWare, Veeam, Microsoft, Liebert Corporation a business of Vertiv, Engineering design, technical support and installation services for all noted products.

Name	Northwest-Shoals Community College
Address	800 George Wallace Blvd Muscle Shoals, AL 35662
Contact	Rob Freeman, Network Server Administrator
Phone	256-331-8000
Services	Data Center, Network infrastructure, Unified Communications/WebEx, Video Conferencing, Wireless Networking, Storage and Virtualization products, HVAC, Power, data racks, data and voice cabling/wiring installation services. Includes Cisco Systems, Dell/EMC, Fortinet, SynApps, Palo Alto, VMWare, Veeam, Microsoft, Liebert Corporation a business of Vertiv, Engineering design, technical support and installation services for all noted products.

### 3.28 Pricing Level and Guarantee

Vendors must submit with their responses a narrative that describes the baseline (published) pricing and the initial pricing level discount that is proposed, by product class or category in the ESS. The response to this specification is expected to be in the form of a percentage discount from a published, baseline price listing. Vendors must describe the baseline pricing and provide information where the baseline pricing may be accessed and verified. Firm Price - Initial quoted discount levels must remain constant throughout the term of this agreement, subject only to subsequent increased discount amounts.

C Spire Business proposes all Professional Services at the rate of \$160 per hour for most engagements, \$200 per hour for the most complex engagements and \$150 per hour for Project Management. Where an hourly rate is not appropriate or a flat fee engagement is desired, each instance will have to be determined, scoped and priced based on the work needing to be done and as a not to exceed price.

Unless otherwise specified below, C Spire Business is proposing and responding with the entire enterprise/commercial product catalogs from Cisco, Citrix, Dell, Fortinet, Microsoft, Palo Alto, Pure, Syn-Aps, Varonis, Veeam, Vertiv, VMware, Zerto and 10ZiG as well our ESS proposal submission. While we have not included copies of each manufacturer's latest catalog because of their size and the fact that they change frequently, we have responded below with our pricing as a % off of manufacturers list price across the product segments identified in each manufacturers pricing catalog. C Spire Business is happy to provide a current and complete catalog or link for a current and complete catalog from any of the manufacturers in our response at any ACCS member's request. Also, as part of our ESS response, we have included a full, discounted C Spire Business Managed and Cloud Services price list.

Please note: All pricing is intended to be a 'not to exceed price'. This way C Spire Business is able to pass along any additional price reductions possible due to deal sizes or applicable manufacturer programs.

Cisco	Discount
Cisco Hardware, software and accessories	35% off list price
Cisco Smartnet	10% off list price
Subscriptions (Duo, Flex, Intersight, Umbrella, etc.)	10% off list price
Cisco ELA	Custom Price

Microsoft (Open & Academic Software Pricing Only)	Discount
<i>The Academic Licensing from Microsoft is already discounted for schools and thus C Spire Business is only able to sell the open licensing products at the list price from Microsoft.</i>	Open Licensing: 0% off list price

Dell Technologies (including EMC)	Discount
Dell / EMC Hardware (Storage, server, desktop and data protection solutions)	30% off list price
Dell / EMC Software	30% off list price
Dell / EMC Professional Services	0% off list price
Dell / EMC Maintenance Renewal	0% off list price
Dell / EMC ELA	Custom price

VMware	Discount
VMware Software	5% off list price
VMware ELA	Custom price
VMware Maintenance	0% off list price

<b>Veeam</b>	<b>Discount</b>
Veeam Software	10% off list price
Veeam Maintenance (New)	5% off list price
Veeam Maintenance (Renewal)	0% off list price

<b>Pure</b>	<b>Discount</b>
Pure Hardware	35% off list price
Pure Professional Services	0% off list price
Pure Maintenance Renewal	0% off list price
Pure ELA	Custom price

<b>Syn-Apps</b>	<b>Discount</b>
Syn-Apps Hardware	10% off list price
Syn-Apps Software	10% off list price
Syn-Apps Maintenance and Renewal	10% off list price
Syn-Apps Remote Installation and Training	0% off list price

<b>Citrix</b>	<b>Discount</b>
Citrix Software	5% off list price
Citrix Maintenance	0% off list price
Citrix ELA	Custom price

<b>Palo Alto</b>	<b>Discount</b>
Palo Alto Hardware	14% off list price
Palo Alto Subscription/Software	14% off list price
Palo Alto Maintenance & Support	10% off list price
Palo Alto Partner Enabled Support	10% off list price
Palo Alto Professional Installation	0% off list price

<b>Fortinet</b>	<b>Discount</b>
Hardware & Hardware/Subscription Bundles	15% off list price
Accessories	5% off list price
Software (Perpetual), Standalone FortiGuard/FortiCloud	15% off list price
FortiCare and Renewals	5% off list price
Professional Services, Training	0% off list price
Hosted solutions: FortiEDR, FortiSOAR, FortiWeb, WAFaaS, VM Subscriptions, FortiCWP	3% off list price

<b>10ZiG</b>	<b>Discount</b>
Thin Clients	8% off list price

<b>Varonis</b>	<b>Discount</b>
Varonis Licensing & Support	0% off list price

<b>Vertiv</b>	<b>Discount</b>
Vertiv Hardware	15% off list price

<b>Zerto</b>	<b>Discount</b>
Zerto Licensing	10% off list price
Maintenance & Support	10% off list price

### **C Spire Business Managed Services**

We offer managed services such as Data Protection – Online and Offsite Backup, Email Protection – Email Filtering, Hosted Email – Fully Managed Exchange, Office 365 – Microsoft provided software and service with local C Spire Business support, Monitoring and Management Toolset – Monitored and Managed Network Devices, Hosted Servers – Managed, Virtual Servers in the Cloud, Data Center Colocation – Hosting, Co-location services, Network Connectivity – Telecommunications and Internet Bandwidth Services, VoIP – Hosted Unified Communications and Call Center, Disaster Recovery – Cloud based disaster recovery assets in a hardened C Spire Business Data Center, Cloud Infrastructure – VM's and Virtual Data Center. Because these services are provided by C Spire Business there is no list price for them. A fully discounted price list is included as part of the C Spire Business ESS catalog and is provided in the ESS Appendix in the last section of the proposal.

### **3.29 Oral Presentation and Demonstration**

If selected as a finalist, vendors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at the oral presentation (if deemed necessary by the Evaluation Committee). The proposed primary account manager is expected to conduct the presentation. Vendors will be required to demonstrate their Internet based reporting and electronic commerce capabilities to the Evaluation Committee.

### **C Spire Business agrees and will comply.**

### **3.30 Equipment and Services Schedule**

Vendors must submit with their responses a complete Equipment and Services Schedule including all the products and services offered, at the initial pricing level stated in response to section 3.25. The ESS may be submitted in a single file, PDF format on a compact disc, USB drive, or made available via a website.

**Unless otherwise specified in Section 3.28, C Spire Business is proposing and responding with the entire enterprise/commercial product catalogs from Cisco, Citrix, Dell, Fortinet, Microsoft, Palo Alto, Pure, Syn-Aps, Varonis, Veeam, Vertiv, VMware, Zerto and 10ZiG as our ESS proposal submission. While we have not included copies of each manufacturer's latest catalog because of their size and the fact that they change frequently, we have responded with our pricing as a % off of manufacturers list price across the product segments identified in each manufacturers pricing catalog. C Spire Business is happy to provide a current and complete catalog or link for a current and complete catalog from any of the manufacturers in our response at any ACCS member's request. Also as part of our ESS response, we have included a full, discounted C Spire Business Managed and Cloud Services price list. C Spire Business agrees and will comply.**

**Please see Equipment and Service Schedule on page 122.**

### **3.31 Scope of Work**

The vendor shall deliver computing system products and services to procuring entities in accordance with the terms of this agreement. Accordingly, the vendor shall provide products or services only upon the issuance and acceptance by vendor of valid "purchase orders". Purchase orders will be issued to purchase the license for software or to purchase or lease products listed on the ESS. A procuring entity may purchase

any quantity of product or service listed in the ESS at the prices stated therein. For large orders, the procuring entity may negotiate quantity price discounts below the ESS price(s) for a given purchase order. Vendor may offer authorized educational institutions educational price discounts that result in prices below the ESS listed prices.

**C Spire Business agrees and will comply**

### **3.32 Title Passage**

Title to equipment shall pass to the procuring entity upon acceptance of equipment.

**C Spire Business agrees and will comply**

### **3.33 Quantity Guarantee**

This agreement is not an exclusive agreement. Procuring entities may obtain computing system products and services from other contract awarded vendors during the agreement term.

**C Spire Business agrees and will comply**

### **3.34 Order of Precedence**

Each purchase order that is accepted by the vendor will become a part of the agreement as to the products and services listed on the purchase order only; no additional terms or conditions will be added to this agreement as the result of acceptance of a purchase order. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. the terms and conditions of this RFB
- B. exhibits to this agreement
- C. the list of products and services contained in the purchase order
- D. vendor's response

**C Spire Business agrees and will comply**

### **3.35 Payment Provisions**

All payments under this agreement are subject to the following provisions:

#### **A. Acceptance**

The procuring entity shall determine whether all products delivered to it meet the vendor's published specifications. No payment shall be made for any products until the products have been accepted by the procuring entity.

Unless otherwise agreed upon between the procuring entity and the vendor, within thirty (30) days from the date the procuring entity receives written notice from the vendor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring entity shall accept or reject the products or services.

#### **B. Payment of Invoice**

Payments shall be submitted to the vendor at the address shown on the invoice. Payment shall be tendered to the vendor within thirty (30) days from acceptance.

In the event an order is shipped incomplete (partial), the procuring entity must pay for each shipment as invoiced by the vendor unless the procuring entity has clearly specified "No Partial Shipments" on each purchase order.

#### **C. Invoices**

Invoices shall be submitted to the procuring entity.

**C Spire Business agrees and will comply**

### 3.36 Shipment and Risk of Loss

Vendor must ship all products F.O.B. destination regardless of price discounts. Risk of loss or damage to the products shall pass to the procuring entity upon delivery to the procuring entity. Vendor agrees to assist the procuring entity with the processing of claims for such loss or damage and to expedite the processing of claims for such loss or damage and to expedite replacement of lost or damaged products. Destination charges shall be included in the product price on the ESS.

All license agreements or sales order contracts, which must be signed prior to delivery of proposed items, must be included with the bid for review by the System. Documents not submitted with the response will not be considered at a later date. In all cases, should there be a conflict of terms and conditions, those terms and conditions in this REQUEST and any resulting System purchase order will prevail.

Whenever a procuring entity does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The vendor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring entity.

Unless otherwise agreed upon by the procuring entity, the vendor is responsible for the pick-up of returned equipment. Software and documentation will be returned via U.S. Mail at the expense of the procuring entity.

Unless otherwise arranged between the procuring entity and vendor, all shipments of products shall be by vendor truck, UPS, or Federal Express Second Day (or other way, specify).

**C Spire Business agrees and will comply**

### 3.37 Warranties

At a minimum, the products shall be covered under the manufacturer's warranties in effect at the time the products are delivered or the warranties in effect at the time of contract award, whichever is most beneficial to the procuring entity.

**C Spire Business agrees and will comply**

### 3.38 Price Guarantees

The procuring entity shall pay the lower of the prices contained in the ESS or an announced promotion price, educational discount price, general price reduction or large order negotiated price. Only general price reduction decreases will apply to all subsequent orders accepted by vendor after the date of the issuance of the revised prices. Vendor agrees to maintain ESS product prices in accordance with the volume price discount guarantees filed. Prices set forth in the ESS are subject to decrease without prior notice. Special pricing discounts offered by successful bidders after the award of bids shall remain in effect for a minimum of 30 days.

**C Spire Business agrees and will comply**

### 3.39 Technical Support

The vendor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to procuring entity personnel who wish to obtain competent technical assistance regarding the installation or operation of products supplied by the vendor.

**Here at C Spire Business our goal is to make it simple and convenient for our clients to contact our support team. We provide three different ways to reach us that are constantly monitored by our highly trained Help Desk Specialists. CSB Support 1-877-277-4732 or [enterprisesupport@cspire.com](mailto:enterprisesupport@cspire.com)**

**3.40 Product Delivery**

Vendor agrees to deliver products to procuring entities within 30 days after receipt of a valid purchase order unless otherwise negotiated with procuring entity.

**C Spire Business agrees and will comply**

**3.41 Impracticability of Performance**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**C Spire Business agrees and will comply**

**3.42 Records and Audit**

Vendor agrees to maintain detailed records pertaining to the price of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records shall be subject to inspection by the procuring entity and appropriate governmental authorities with the state of Alabama. The procuring agency shall have the right to audit billings either before or after payment. Payment under this agreement shall not foreclose the right of the procuring entity to recover excessive or illegal payments.

**C Spire Business agrees and will comply**

**3.43 Use of Subcontractors**

The vendor may subcontract installation, training, warranty or maintenance services. However, the vendor shall remain solely responsible for the performance of this agreement. All procuring entity payments for products or services shall be made directly to the vendor. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the applicable participating addendum(s).

**C Spire Business agrees and will comply**

**3.44 Indemnification**

The vendor shall indemnify and hold harmless the System from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against the System so far as it is based on defects in products provided to the System.

The vendor hereby covenants and agrees, at its sole cost and expense during the term of this agreement, to indemnify and hold harmless the System and its officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the vendor concerning the equipment or services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property or any and all claims for Patent, Trademark, Copyright, Intellectual Property, or Trade Secret Infringement. The vendor also covenants and agrees, at its sole cost and expense, to hold the System and its officers, agents, and employees from and against all judgments, costs, counsel fees, expense and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the System or against any of its officers, agents, or employees, by reason of any such claim, the vendor upon notice from the System will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willfully wrongful acts or omissions of the System, or its officers, agents, or employees. For the purposes of paragraph 3.44, the term, the System, shall include all entities listed in Appendix A or any subsequent revision thereof and their respective officers, directors, employees, agents and assigns.

**C Spire Business agrees and will comply**

**3.45 Website Maintenance**

Vendor agrees to maintain and support an Internet website for access to the ESS, configuration assistance, product descriptions, product specifications and other aids in accordance with instructions provided by the contract. In addition, vendor may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

**C Spire Business agrees and will comply**

**3.46 Ethics**

The vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is a public official or public employee (including the System) as defined by the Code of Alabama Section 36-25-1, this information must be included in your response. Failure to disclose this information in your response will result in the elimination of your response from evaluation. If your firm is awarded any contract as a result of this request, the System reserves the right to furnish a copy of any resulting contract to the State of Alabama Ethics Commission as directed in the Code of Alabama, Section 36-25-11, within ten (10) days of award.

System employees are not allowed to accept personal gifts or gratuities.

**C Spire Business agrees and will comply**

**3.47 Replacement Parts**

Replacement parts may be refurbished with agreement of procuring entity.

**C Spire Business agrees and will comply**

**3.48 FCC Certification**

The vendor agrees that hardware supplied by the vendor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for contract termination.

**C Spire Business agrees and will comply**

**3.49 Site Preparation**

A procuring entity shall prepare and maintain its site in accordance with written instructions furnished by the vendor prior to the scheduled delivery date of any equipment or service and shall bear the costs associated with the site preparation.

**C Spire Business agrees and will comply**

**3.50 Assignment**

The vendor shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval from procuring entity.

**C Spire Business agrees and will comply**

**3.51 Survival**

Certain paragraphs of this agreement including but not limited to Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability shall survive the expiration of this agreement. Software licensees, lease, warranty and service agreements that were entered into under the terms and conditions of this agreement shall survive this agreement.

**C Spire Business agrees and will comply**

### 3.52 Lease Agreements

Vendor may lease equipment to procuring entities in accordance with terms and conditions approved by the appropriate governing authority for the procuring entity.

**C Spire Business agrees and will comply**

### 3.53 Vendor Disclosure Statement

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Upon being awarded the contract, Alabama State Law requires that the vendor must complete a Vendor Disclosure Statement. The 2-page form and the instructions are available online as noted per Appendix D. The form is required by the vendor and covers the duration of the bid.

Vendor agrees, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama in compliance with the Beason-Hammon Alabama Taxpayer & Citizen Protection Act (Act 2011-535). Upon being awarded the contract, Alabama State Law requires that the vendor must complete the Business Entity Employer Contractor Compliance form as proof that the vendor has enrolled in the E-Verify program as required by state law. The form and the instructions are available online as noted per Appendix D. E-Verify documentation, which is unavailable due to the Federal Government shutdown, will be deferred until such documentation may be obtained from any federal agency.

It is furthered agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of the agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise for or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.

In compliance with Act 2016-312, the vendor hereby certifies it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**C Spire Business agrees and will comply**

## BID FORMAT AND ORGANIZATION

### 4.1 Bid Format

All bids must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

**C Spire Business agrees and will comply**

#### 4.1.1 Bid Organization

The bid response must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

- A. Letter of Transmittal
- B. Evaluation Submission Form

- C. Table of Contents
- D. Bid Summary (optional)
- E. Response to General Requirements and Specifications

Within each section of the bid, vendors should address the items in the order in which they appear in this RFB. Any bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. A bid summary may be included by vendor to provide the Evaluation Committee with an overview of the technical and business features of the response; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the vendor's response.

**C Spire Business agrees and will comply**

#### **4.1.2 Letter of Transmittal**

Each response must be accompanied by a letter of transmittal. The letter of transmittal **MUST**:

- A. Identify the submitting organization
- B. Identify the name and title of the person authorized by the organization to contractually obligate the organization
- C. Identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization
- D. Identify the names, titles and telephone numbers of persons to be contacted for clarification
- E. Explicitly indicate acceptance of the Conditions Governing the Procurement
- F. Be signed by the person authorized to contractually obligate the organization
- G. Acknowledge receipt of any and all amendments to this RFB.

**Please see enclosed**

#### **4.1.3 Financial Documentation**

Each response must be accompanied with the following documentation:

- 1. State of Alabama Disclosure Statement (Notarized)
- 2. Certificate of Compliance
- 3. Immigration Status Form
- 4. Current W-9
- 5. E-Verify Memorandum of Understanding with Articles (13 Pages)

**Please see enclosed**

## Appendix A: Alabama Community College System Institutions and Other Participants

### Community Colleges

Bevill State Community College, Sumiton, AL  
 Bishop State Community College, Mobile, AL  
 John C. Calhoun Community College, Decatur, AL  
 Central Alabama Community College, Alexander City, AL  
 Chattahoochee Valley Community College, Phenix City, AL  
 Coastal Alabama Community College Bay Minnette, AL  
 Enterprise Community College, Enterprise, AL  
 Gadsden State Community College, Gadsden, AL  
 Jefferson State Community College, Birmingham, AL  
 J.F. Drake State Community and Technical College, Huntsville, AL  
 T.A. Lawson State Community College, Birmingham, AL  
 Lurleen B. Wallace Community College, Andalusia, AL  
 Northeast Alabama Community College, Rainsville, AL  
 Northwest-Shoals Community College, Muscle Shoals, AL  
 Shelton State Community College, Tuscaloosa, AL  
 Snead State Community College, Boaz, AL  
 Southern Union State Community College, Wadley, AL  
 H. Council Trenholm State Community College, Montgomery, AL  
 George C. Wallace Community College, Dothan, AL  
 Wallace State Community College, Hanceville, AL  
 George Corley Wallace State Community College, Selma, AL

### Technical Colleges

J.F. Ingram State Technical College, Deatsville, AL  
 Reid State Technical College, Evergreen, AL

### Military Academy

Marion Military Institute, Marion, AL

### Statewide Development Training

Alabama Technology Network (ATN), Montgomery, AL

### Other Participating Public Institutions of Higher Education

Alabama Fire College, Tuscaloosa, AL  
 Alabama State University, Montgomery, AL  
 Athens State University, Athens, AL  
 Auburn University-Montgomery, Montgomery, AL  
 Jacksonville State University, Jacksonville, AL  
 Troy University, Troy, AL  
 University of Alabama, Tuscaloosa, AL  
 University of Alabama Birmingham - Birmingham, Alabama, AL  
 University of Alabama Huntsville - Huntsville, AL  
 University of North Alabama, Florence, AL  
 University of West Alabama, Livingston, AL

### Other Participating Public Institutions K-12

Pike County Board of Education and Tuscaloosa County School System

### Acknowledged

## Appendix B: Company Map

### C Spire Business Locations

Alabama	Mississippi	Tennessee
201 Summit Parkway Birmingham, AL 35209 (866) 455-9628	1018 Highland Colony Parkway (Corp HQ) Ridgeland, MS 39157 (866) 455-9628	1206 Pointe Centre Drive, Ste. 250 Chattanooga, TN 37421 (866) 455-9628
1500 Perimeter Pkwy NW, Ste. 123 Huntsville, AL 35806 (866) 455-9628	10394 Express Dr. Gulfport, MS 39503 (866) 455-9628	6100 Lonas Drive Knoxville, TN 37909 (866) 455-9628
107 Saint Francis Street, Ste. 2500 Mobile, AL 36602 (866) 455-9628	4200 Mamie Street, Ste. 180 Hattiesburg, MS 39402 (866) 455-9628	2 Maryland Way, Suite 300 Brentwood, TN 37027 (866) 455-9628
	5740 Getwell Road, Building 5 Southaven, MS 38672 (866) 455-9628	



## Appendix C: Example Required Usage Report

C Spire Business agrees to continue to provide quarterly utilization reports to ACCS based upon the schedule and the content described in this request. An example of the report for equipment purchases is included.

### Quarterly Usage Report Fourth Quarter - 2021

October - December 2021  
Contract: ACCS-2019-01

Invoice Date	Purchasing Entity	Order Number	Sales Amount
10/23/2021	Customer 1	SO- <u>xxxxxxxx</u>	XXX, XXX.XX
11/5/2021	Customer 2	SO- <u>xxxxxxxx</u>	<u>XX,XXX.XX</u>
11/13/2021	Customer 3	SO- <u>xxxxxxxx</u>	<u>XXX,XXX.XX</u>
12/9/2021	Customer 4	SO- <u>xxxxxxxx</u>	<u>X,XXX.XX</u>

## Master Terms & Conditions



### MASTER TERMS AND CONDITIONS (FOR STATE AND LOCAL GOVERNMENT ENTITIES)

These Master Terms and Conditions for state and local government entities ("Terms and Conditions") govern the provision of Services and Products by TekLinks, Inc. dba C Spire Business ("Company") to the customer ("Customer") named on a services quote, statement of work, or purchase order (each, an "Order") that incorporates these Terms and Conditions by reference and is signed by Customer. Each Order, these Terms and Conditions, the Master Service Level Agreement ("Master SLA"), any specific Service Level Agreement ("Service Level Agreement"), if applicable (all of which can be found at <https://www.cspire.com/cms/business/resources/agreements-policies/>), and any other writing that by its terms is intended to be made a part of any such Order (collectively, this "Agreement") collectively shall constitute an independent and separate contract between the parties for the services ("Services") and the software, hardware and equipment (collectively, "Products") specified therein. Services may include telecommunications services, managed information technology ("IT") services, remote back up, Internet, hosting, infrastructure supply and support, consulting, or other services set forth in a signed Order. Products may include software or equipment developed by a party other than Company or in which any third party has intellectual property or other ownership rights ("Third-Party Software" or "Third-Party Equipment" as applicable), or other products manufactured or developed by parties other than Company, that are provided by Company as a reseller or sub-licensor. Company agrees to provide, and Customer agrees to purchase, the Services and Products described on the Order at the price, for the term, and on the other terms and conditions set forth herein and therein. This Agreement shall be effective and binding at the time of Company's acceptance of the Order and shall be deemed dated the date accepted by Company, as indicated on the Order.

#### TABLE OF CONTENTS

1. TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES AND PRODUCTS.....	1
2. SPECIAL TERMS APPLICABLE TO VOIP SERVICES.....	14
3. SPECIAL TERMS APPLICABLE TO FIREWALL SERVICES.....	16
4. SPECIAL TERMS APPLICABLE TO MANAGED INFORMATION TECHNOLOGY SERVICES.....	17
5. SPECIAL TERMS APPLICABLE TO SOFTWARE AND SECURE OFFICE SERVICES.....	19
6. SPECIAL TERMS APPLICABLE TO PRODUCTS.....	20
7. SPECIAL TERMS APPLICABLE TO CIRCUIT INSTALLATION FOR INTERNET/VOIP SERVICES.....	22
8. SPECIAL TERMS APPLICABLE TO PROFESSIONAL SERVICES.....	23

#### **1. TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES AND PRODUCTS.**

1.1 TERM OF SERVICE. Services shall commence on the service commencement date ("Service Commencement Date"), which shall be the later of the estimated Service Commencement Date set forth in the Order or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated in the Order (the "Service Term"). Unless the Services consist of one-time implementation or consulting Services (collectively, "Professional Services"), following the

055431.51.1

expiration of the Service Term, this Agreement shall automatically renew on a month-to-month basis (each a "Renewal Term" and collectively with the Service Term, the "Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the initial Service Term or unless the parties agree in writing to extend or renew the Agreement for a longer term. The parties acknowledge and agree that the estimated Service Commencement Date is an estimate only and that Company shall not be liable to Customer in any way for failure to commence the Service on or before such date.

1.2 FEES AND CHARGES. (a) Recurring Charges. Except as otherwise provided in any Applicable Tariff (as defined below) or the Order, the monthly recurring charge for each Service provided by Company during the Service Term shall be that charge stated on the Order, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's then standard charge for the same or similar services ("Monthly Service Charge"). Company shall invoice Customer for Services on a monthly basis for the Monthly Service Charge, and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). The first Monthly Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. (b) Non-Recurring Fees. Except as expressly set forth to the contrary in an Order, all non-recurring charges for Professional Services and Products ("Non-Recurring Fees," and collectively with Monthly Service charges, "Fees") stated on the Order shall be due on the Due Date set forth in the Order, and any non-recurring installation charges stated on the Order shall be due on the Due Date of the first invoice. (c) Pass-Through Expenses. Unless an Order provides for a fixed cost, in addition to the Fees provided in the Order, Customer shall reimburse Company for its reasonable and documented out-of-pocket expenses, including without limitation, travel expenses, lodging, meals, shipping or other similar expenses, incurred by Company in performing the Services or providing the Products ("Expenses"). Any such Expenses will be billed at cost, invoiced monthly and paid as provided herein and in the Order. (d) Usage Fees. If Fees due under this Agreement are based on the number of users, volume of use, or other usage metrics, Company may, upon ten (10) days' advance written notice to Customer, audit Customer's use of the Services and increase billing for any and all usage-based fees to the extent, but only to the extent that thereupon Customer's fees paid match the level of use of the Services. Notwithstanding the foregoing, in no event will Customer's Fees for Services at any time fall below any minimums set forth in the Order. (e) Moves; Termination Fees. If Customer terminates a Service before the expiration of the Service Term due to a change of Customer's location, then Customer shall pay any applicable Termination Fees (as defined in Section 1.13(c)) in accordance with this Agreement. Notwithstanding the foregoing, however, and except for construction and equipment costs to deliver a custom-designed and engineered circuit(s) for fiber internet to Customer's facility, Company will waive the Termination Fees if Customer purchases another Service from Company for its new location that is of the same or greater value and subscribes to a new minimum contracted Service Term of at least twelve (12) months. (f) Missed Appointment Fees. If Company schedules an appointment with Customer to deliver or install Products or Services, Customer or its authorized representative must be available at Customer's location for the scheduled appointment date and time to grant Company access or to accept delivery of the Products or Services, or to work with Company's technician to activate Service. If Customer fails to have an authorized representative available at the scheduled appointment time, Company's technician will attempt to contact Customer or its authorized representative by phone for up to fifteen (15) minutes after which time the appointment may be rescheduled. Company reserves the right to charge Customer a reasonable appointment rescheduling fee. Such appointment rescheduling fee must be paid before the appointment is rescheduled.

1.3 PAYMENT METHODS. Company will accept payments from Customer using any of the following payment methods: (a) check mailed to Company at the payment address set forth in the Order, (b) Electronic Funds Transfer ("EFT") using the CTX (Corporate Trade Exchange) format, and (c) VISA, MasterCard, and American Express, subject to a 3% convenience fee.

05543151.1

**1.4 APPLICABLE TARIFFS.** For certain telecommunications Services, this Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to certain telecommunications Services covered by this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), are incorporated herein by reference. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs. Company is a Competitive Local Exchange provider. Analog lines purchased from Company are subject to the applicable state tariffs. Company may, as a billing convenience to Customer, acquire and invoice to Customer analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to Customer to support consolidated billing for Customer's convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to Customer.

**1.5 LATE FEES; SUSPENSION OF SERVICE.** (a) Late Fees. If any invoice for Products or Services is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law ("Late Fee"). (b) Suspension of Service. If Customer fails to pay all amounts owed to Company under an Agreement when due, then upon at least ten (10) business days' prior written notice to Customer, and in addition to any other remedies available at law or in equity, Company may suspend Services under an Agreement until full payment is made. Company further reserves the right to retain any Customer Equipment stored in any Company facilities as part of rendered Services until full payment is made. Customer shall pay a reasonable reactivation fee for Service restoration, to be determined by Company. Company's right to suspend Services and retain Customer Equipment under this Section is in addition to Company's right to terminate an Agreement for non-payment.

**1.6 EQUIPMENT.** (a) Equipment. Company equipment located at Customer's premises and either leased from or furnished by Company ("Company Equipment") remains the property of Company. Customer agrees to maintain all Company Equipment located at Customer's premises in a reasonable operational environment, including without limitation the provision of reasonable lighting, HVAC, security, custodial services, and all minimum requirements set forth in any applicable Order. Customer shall not allow any lien or encumbrance to be placed on any Company Equipment at any time and shall maintain any Company identification tags or other markings placed on the Company Equipment by Company. (b) Ownership and Risk of Loss. Customer bears all risk of loss of, theft of, casualty or damage to the Company Equipment and any equipment purchased by Customer from Company ("Customer Equipment"), from the time it is shipped or delivered to Customer's location and, with respect to Company Equipment, until recovered by or returned to Company. If any Company Equipment is damaged or defaced while at Customer's premises, or is returned to Company damaged or defaced, Customer will be responsible for repair or replacement fees for the damaged or defaced Company Equipment. If any such Company Equipment cannot be recovered from Customer's premises or returned by Customer to Company at the end of the Term, then Customer will pay Company its cost of purchasing the Company Equipment.

**1.7 TAMPERING WITH CONFIGURED EQUIPMENT.** The Company Equipment and the equipment purchased by Customer from Company ("Customer Equipment") may be configured exclusively for Customer's use of the Service purchased. Unless expressly authorized by Company, Customer shall not tamper with the Equipment or modify its configuration. Customer agrees not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate the Service should Customer tamper with the Equipment, and in such case, Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

05543151.1

**1.8 LAWFUL AND NON-FRAUDULENT USE OF SERVICES.** Customer agrees to use the Services only for lawful purposes. Customer will not use the Services for any unlawful, abusive, or fraudulent purpose, including, without limitation, using the Services: (a) in any manner that threatens the integrity, performance or availability of the Service to others; (b) in any manner that avoids Customer's obligation to pay for the Service; (c) for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (ii) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If Company has reason to believe that Customer, its employees, agents, representatives or anyone using the Services or Products provided to Customer (collectively, "Customer Parties") is using the Service in violation of this Section, abusing the Service or using it fraudulently or unlawfully, Company reserves the right to terminate, suspend or restrict the Service immediately and without advance notice to Company. If Company terminates for such violations, Customer shall be responsible for all outstanding balances due for the Service, unbilled Fees under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

**1.9 USE OUTSIDE UNITED STATES.** While Company encourages use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Products are intended for use only in the United States. If Customer removes Products to a country other than the United States and uses the Service from there, Customer does so at Customer's own risk including the risk that such activity violates the laws of the country where Customer does so. Customer is liable for any and all use of the Service and Products by Customer and any Customer Parties and agrees to indemnify and hold harmless Company from any and all liability for any such use. Should removal of Products from the United States violate any export control law or regulation, Customer will be solely liable for such violation and agrees to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that Customer is using the Service from outside the United States, Company reserves the right to terminate the Service immediately and without advance notice, and Customer shall be responsible for all outstanding balances due for the Service, unbilled charges under the Order, a disconnect fee, if applicable, and a Termination Fee, if applicable, all of which shall become immediately due and payable.

**1.10 NO RESALE OR TRANSFER.** Customer is prohibited from reselling or transferring the Services or Products (other than Customer Equipment) to any other person for any purpose, without the express prior written consent of Company. In addition, Customer is prohibited from using the Service or Products for any uses that result in excessive usage inconsistent with normal business usage patterns. If Company determines, in its sole discretion, that Customer is reselling or transferring the Service or Products (other than Customer Equipment), then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred. Customer is liable for any and all reselling or transferring of the Service and Products by Customer and any Customer Parties, and Customer agrees to hold Company harmless from and against any and all liability associated with such use.

**1.11 NETWORK MANAGEMENT.** Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious Internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. Company may, among other things and without advance notice, prioritize the usage of the small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to

05543151.1

the evolving nature of Internet, and may be viewed on the Network Management Policy located on <https://www.cspire.com/cms/wireless/policies-agreements/>, which is incorporated herein by reference.

1.12 INTELLECTUAL PROPERTY RIGHTS. (a) Company Rights. Except for any rights expressly granted herein, the Agreement does not transfer from Company to Customer any right, title or interest in or to any technology, which Company uses to provide the Services ("Company Technology"). All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company, and nothing in this Agreement shall grant Customer the right or license to use any of such Marks. Customer acknowledges that the Services and Marks are the exclusive property of Company. Company or its licensors, as applicable, retain all intellectual property rights in and to all and any part of the Services, Marks and the Company Technology used to provide the Services ("Intellectual Property Rights"). Customer shall not acquire hereunder any right, title, or interest in the Services, except the right to use them in accordance with this Agreement. (b) Customer Rights. Except for any rights expressly granted in this Agreement, this Agreement does not transfer from Customer to Company any right, title or interest in or to any process, system, software, service, or device in which Customer has any Intellectual Property Rights or other ownership or use rights ("Customer Technology"). Except for any rights expressly granted in this Agreement, this Agreement does not transfer to Customer any right, title, or interest in or to any Third-Party Software or Intellectual Property Rights therein, and all right, title, and interest therein remains with the party providing the same, or with the Third-Party Software owner, as appropriate. If Customer decides to use the Service through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with the Service, and Customer will indemnify and hold harmless Company from and against any and all liabilities arising out of Customer's use of such interface device with the Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (c) Services Software. Where applicable, Company may install certain Third-Party Software and Company Technology on Equipment in Customer's network to deliver Services (collectively, "Services Software"). Company has a license or other rights to allow use of such Services Software to deliver the Services. Company hereby grants to Customer a limited, non-exclusive, non-transferable, personal license to use the Services Software on the Equipment for the Term of this Agreement and strictly in accordance with this Agreement subject to all applicable Third-Party Software license terms and requirements. If Customer decides to use Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, Customer warrants and represents that it possess all required rights, including software and/or firmware licenses, to use the interface device with Services, and Customer will indemnify and hold harmless Company from and against any and all liabilities arising out of Customer's use of such interface device with Services. Customer shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the Service Software. (d) General Knowledge. Customer may obtain Services and Products directly from third parties, and Company may provide services, products, and Company Technology to third parties, without restriction or accounting to the other party. (e) Derivative Works. If Customer, at any time during the Term, provides Company with comments, suggestions or other feedback (collectively, "Feedback"), Company's use of Feedback will not cause any documentation incorporating or derived from such Feedback to be licensed to or otherwise shared with Customer or any third party. If Customer is deemed to own any Feedback, Customer hereby grants to Company a nonexclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide license to use, disclose, modify, reproduce, license, distribute, practice, commercialize, further develop and otherwise freely exploit without restriction or payment of any kind all such Feedback.

1.13 CONFIDENTIALITY; NON-DISCLOSURE; CPNI.

05543151.1

(a) Non-Disclosure Agreement. If the parties have executed a separate Confidentiality and Non-Disclosure Agreement ("NDA"), the terms and provisions of such NDA are incorporated herein by reference, and the parties agree that such NDA sets forth the obligations and responsibilities of the parties with regard to the use, treatment, and disclosure of certain confidential and proprietary information of the parties. If there is a conflict between the terms of the NDA and the terms of an Agreement, the terms of the NDA shall govern and control to the extent of such conflict. The terms of the NDA shall survive the expiration or termination of an Agreement for any reason in accordance with the NDA's terms and conditions. The parties agree to cause any and all of their subcontractors and sub-servicers, if any, to observe the terms and provisions of the NDA as though they were parties thereto, and the parties shall be responsible for any breach of the NDA by or on behalf of their subcontractors or sub-servicers. Notwithstanding the foregoing, should the NDA expire or terminate while an Agreement is still in effect, the terms, conditions, representations, warranties, covenants, and agreements contained in the NDA will nevertheless apply to an Agreement.

(b) Confidential Information. If the parties have not executed a separate NDA, the terms of this Section 1.14(b) through Section 1.14(f), inclusive, will apply. Each party acknowledges that it and its employees, agents, representatives and contractors, and their respective successors and assigns (collectively, "Receiving Party") may be exposed to or acquire information that is proprietary or confidential to the other party ("Disclosing Party") in connection with the performance of this Agreement ("Confidential Information"). The Receiving Party shall hold such Confidential Information in strict confidence and shall not use or disclose any such Confidential Information to any third party other than as required to perform an Agreement. Confidential Information includes, without limitation: (i) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, business or work processes and procedures, instructions, and other data relating to the Disclosing Party's business, services or products, the development, production of any work done specifically for the Customer; (ii) the business plans and financial information of the Disclosing Party, regardless of whether such information would be protected at common law; and (iii) such other information that, due to its nature, the Receiving Party knows or should have known the same was the proprietary or confidential information of the Disclosing Party. Each party will cause any and all persons or entities that have access to Confidential Information by or through such party, including (without limitation) any Receiving Party, to observe and comply with the terms of such party's confidentiality obligations hereunder as if they were parties hereto. Customer's Feedback relating to Services and Company Technology, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Company, and Company will own and may utilize the same in accordance with Section 1.9. The financial terms of this Agreement that are not otherwise publicly available may not be disclosed to any third party, except to a party's legal or accounting firms or as required by regulators with jurisdiction over Customer's or Company's businesses, without the prior written consent of the Disclosing Party.

(c) Non-Confidential Information. Notwithstanding Section 1.10(b), Confidential Information does not include the following: (i) information that at the time of disclosure is or was, without fault of the Receiving Party, available to the public by publication or otherwise; (ii) information that the Receiving Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party; (iii) information received from a third party with the right to transmit same without violation of any confidentiality agreement; and (iv) information that must be disclosed pursuant to court order or by legal or administrative process; provided, however, that if information must be disclosed pursuant to court order or by legal or administrative process, the Receiving Party shall inform the Disclosing Party of such requirement (unless prohibited by law) and shall cooperate with the Disclosing Party in seeking a protective order or other limitation on disclosure.

(d) Nonpublic Personal Information. To the extent that any Confidential Information of Customer obtained by Company is Nonpublic Personal Information (as that term is defined by the Gramm-Leach-Bliley Act ("GLBA")) and Company is a service provider, Company covenants and agrees that it will implement or has implemented security

05543151.1

measures designed to: (i) ensure the security and confidentiality of Nonpublic Personal Information about Customer's employees or consumers served directly or indirectly by or through Customer (each, a "Consumer"); (ii) protect against any anticipated threats or hazards to the security or integrity of such Nonpublic Personal Information; (iii) protect against unauthorized access to or use of such Nonpublic Personal Information that could result in substantial harm or inconvenience to any Consumer; and (iv) ensure proper disposal of such Nonpublic Personal Information. As a service provider, Company will implement written security and disaster recovery plans consistent with industry standards. Company will comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Nonpublic Personal Information in its role as a service provider. Upon termination of any Agreement pursuant to which Company obtains Nonpublic Personal Information, Company shall delete and erase from Company's systems all such Nonpublic Personal Information relating to this Agreement and shall certify in writing to Customer that all such Nonpublic Personal Information has been deleted and erased in accordance with applicable laws.

(e) HIPAA. The parties shall comply with all federal and state regulations regarding the use and disclosure of Protected Health Information, as that term is defined at 45 C.F.R. § 160.103 ("PHI"), including, but not limited to the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If Company will have access to the PHI of Customer's patients or employees, Company will execute its form Business Associate Agreement in favor of Customer, as a covered entity under HIPAA. Upon termination of any Agreement pursuant to which Company obtains PHI, Company shall delete and erase from Company's systems all such PHI relating to this Agreement and shall certify in writing to Customer that all such PHI has been deleted and erased in accordance with applicable laws.

(f) CPNI. The Federal Communications Commission ("FCC") has established rules related to Customer Proprietary Network Information ("CPNI") as codified in 47 C.F.R. 64.2010. The rules require procedures to verify and authenticate customers before providing access to CPNI, which includes call detail and certain billing information. Company is committed to customer privacy and security of customer information and our privacy practices are described in further detail at [cspire.com/privacypolicy.com](http://cspire.com/privacypolicy.com). Company's authentication and verification practices with respect to CPNI access are similar for our residential and business customers. However, because Company and Customer have executed this contractual business relationship and Customer has access to a Company dedicated representative, pursuant to the FCC's rules, Company may implement different requirements regarding the authentication procedures to be used to verify authorized users prior to providing access to Customer's CPNI. In all cases, this business relationship with Company will reflect Company's long-standing protection of customer account information and our practices of not using or disclosing such information except to provide services or as permitted or required by law. These authentication procedures, which will result in a password selected by a representative of Customer to protect their on-line account, may include, but are not limited to: (1) verification via a PIN code sent to a Customer's mailing address or email address that has been on file with Company for more than 30 days; (2) verification of Customer's email address via multi-factor authentication; and (3) authentication through an authorized administrator of Customer requesting CPNI access for another representative of Customer. In certain situations, Company may verify and authenticate a Customer representative's authority to discuss account information through communications with the person claiming to be the account holder, or based on the personal relationship between the Company representative and the Customer representative.

(g) Press Release. Company may publicly refer to Customer, orally and in writing, as a customer of Company and may refer to the publicly releasable titles of any Order with Customer. Any other reference to Customer by Company may be made only in accordance with this Section. The parties shall consult with each other in preparing any press release, public announcement, case study or other form of release of information concerning an Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party may issue or cause the publication of any such Press Release without the prior written

05543151.1

consent of the other party. However, nothing herein prohibits either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its named affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and shall consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

1.14 **VENDOR TERMS OF USE.** Company does not develop or manufacture any Products but is an authorized reseller and sub-licensor of certain Third-Party Software and Third-Party Equipment provided by third-party vendors, manufacturers and developers unrelated to Company (collectively, "Vendors"). All Intellectual Property Rights relating to Products are and shall remain the exclusive property of Vendors or their licensors. Vendor terms and conditions of sale or license may apply to Products provided by Company to Customer under this Agreement, and such Vendor terms and conditions are incorporated herein by reference.

1.15 **LIMITED WARRANTIES ON PROFESSIONAL SERVICES.** Company warrants and covenants that Professional Services will be performed: (a) in accordance with the terms of the applicable Order, including the location, time, and manner for performing the Services; (b) in a workmanlike manner and in accordance with generally accepted professional practices, using qualified Company Parties; and (c) in accordance with any plans, drawings, or specifications furnished to Company, if any. In the event of a breach of this warranty, as Customer's exclusive remedy, Company will re-perform the defective Professional Services at no charge to Customer within a reasonable time or within the limits of the Master SLA or any applicable Service Level Agreement under an Order.

1.16 **DISCLAIMER OF WARRANTIES ON SERVICES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE WITH RESPECT TO PROFESSIONAL SERVICES, AND EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED UNDER APPLICABLE LAW, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTIES OR LIMIT ANY DISCLAIMER OF WARRANTIES UNDER THIS AGREEMENT. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON COMPANY'S BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT.

1.17 **DISCLAIMER OF WARRANTIES ON PRODUCTS.** COMPANY IS NOT THE DEVELOPER OR MANUFACTURER OF ANY EQUIPMENT, HARDWARE, SOFTWARE, SERVICE SOFTWARE OR OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION ANY PRODUCTS PROVIDED UNDER THIS AGREEMENT. UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER AGREES TO LOOK SOLELY TO THE VENDORS OF PRODUCTS PROVIDED HEREUNDER FOR ANY REMEDY. ALL PRODUCTS ARE BEING MADE AVAILABLE AND PROVIDED TO CUSTOMER ON AN "AS IS" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER BY COMPANY. EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE LAW, COMPANY MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES WITH RESPECT TO PRODUCTS, EXPRESS OR IMPLIED, INCLUDING THE ADEQUACY, AVAILABILITY, STABILITY, UTILITY, INTEGRITY OR QUALITY OF THE PRODUCTS, WHICH WERE MANUFACTURED OR DEVELOPED BY THIRD-PARTY VENDORS, LICENSORS OR SUPPLIERS. UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS

05543151.1

FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THIRD-PARTY SOFTWARE OR SERVICE SOFTWARE WILL PERFORM UNINTERRUPTED, ERROR FREE OR VIRUS FREE, NOR DOES COMPANY WARRANT THAT THE SAME WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN INCREASED REVENUES OR PROFITS OF CUSTOMER. COMPANY HAS NO LIABILITY FOR VIOLATION OF LAWS BY CUSTOMER OR OTHER USERS OF PRODUCTS. UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER HEREBY RELEASES COMPANY FROM ANY AND ALL CLAIMS FOR BREACH OF WARRANTY ARISING OUT OF CUSTOMER'S OR ANY CUSTOMER PARTIES' USE OF PRODUCTS. To the extent allowed by the Vendor of any Products, Company shall pass through to Customer all end-user warranties, indemnities and guarantees relating to the Products, if any, including without limitation any indemnities or warranties regarding infringement claims related to Third-Party Software and Third-Party Equipment. To the extent Company is not permitted to pass such warranties or indemnities through to Customer, Company agrees to enforce such warranties and indemnities, if any, on behalf of Customer at Customer's request and expense.

1.18 LIMITATION OF LIABILITY. UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY OR ANY COMPANY PARTIES OR RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING IF APPLICABLE, SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER ARISING OUT OF OR RELATED TO COMPANY'S PERFORMANCE OF THIS AGREEMENT AND SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SERVICE GIVING RISE TO THE CLAIM OF LOSS FOR THE AFFECTED TIME PERIOD. UNLESS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR THIRD-PARTY DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS OF USE OF EQUIPMENT, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. COMPANY AND COMPANY PARTIES AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

COMPANY WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF SERVICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: (A) ACTS OR OMISSIONS OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; (B) THE EQUIPMENT, NETWORK, OR FACILITY FAILURE; (C) THE EQUIPMENT, NETWORK, OR FACILITY UPGRADE OR MODIFICATION; (D) OUTAGE OF CUSTOMER'S BROADBAND SERVICE PROVIDER; (E) CUSTOMER'S AND CUSTOMER PARTIES' ACTS OR OMISSIONS; OR (F) ANY OTHER CAUSE THAT IS BEYOND COMPANY'S CONTROL INCLUDING, BUT NOT LIMITED TO, FAILURE OF OR DEFECT IN ANY EQUIPMENT OR PRODUCTS, THE INABILITY OF THE SERVICE CONNECTIONS TO BE COMPLETED, OR THE DEGRADATION OF SERVICE QUALITY. WITH RESPECT TO COPPER-BASED INTERNET SERVICES, COPPER-BASED INTERNET RELIES ON COPPER AVAILABILITY FROM A THIRD PARTY. IF COPPER AVAILABILITY FROM A THIRD PARTY SHOULD CEASE, COMPANY RESERVES THE RIGHT TO TERMINATE CUSTOMER'S INTERNET SERVICE BY PROVIDING CUSTOMER SIXTY (60) DAYS WRITTEN NOTICE OF TERMINATION. FURTHERMORE, COMPANY WILL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY DAMAGES ARISING FROM THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION, OR MESSAGE TRANSMITTED OR RECEIVED BY CUSTOMER, ANY CUSTOMER PARTIES OR ANY PERSON USING THE SERVICE OR EQUIPMENT PROVIDED TO CUSTOMER, OR LOSSES RESULTING FROM ANY GOODS OR SERVICE PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. ADDITIONAL LIMITATIONS MAY BE OUTLINED IN THE ORDER. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT SHALL BE ON A CUMULATIVE BASIS AND NOT PER INCIDENT.

05543151.1

UNLESS PROHIBITED UNDER APPLICABLE LAW, COMPANY'S AGGREGATE LIABILITY FOR: (A) ANY FAILURE OR MISTAKE, (B) ANY CLAIM WITH RESPECT TO COMPANY'S PERFORMANCE OR NONPERFORMANCE HEREUNDER, OR (C) ANY ACT OR OMISSION OF COMPANY HEREUNDER SHALL IN NO WAY EXCEED THE CHARGES FOR THE SERVICE FOR THE AFFECTED TIME PERIOD.

1.19 REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement as set forth in [Section 1.20](#), (b) exercise any other right or remedy which may be available to it under this Agreement and applicable law; and (c) terminate, restrict or suspend any Service and retrieve any Products (other than Company Equipment) from Customer's premises. Customer shall be liable for all fees and other costs and expenses resulting from Customer's default and the exercise of Company's remedies as permitted under applicable statutory law. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights.

TERMINATION. (a) [Termination for Cause](#). Company reserves the right to cancel and terminate Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (i) Customer refuses to furnish information or furnishes false information that is essential for billing, or pertains to Customer's use of the Service and Products; (ii) Customer's Monthly Service Charges exceed established parameters based on Customer's history of usage, which may indicate a likelihood of non-payment or fraud; (iii) Customer has been given notice by Company of any past due Fees and such amount remains unpaid, in whole or in part; (iv) Customer refuses to pay Fees by the Due Date when billed for the Service and Products; (v) Customer uses, or attempts to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use the Service by rearranging, tampering with, or making connections to the Service in an unauthorized manner, or using fraudulent means or devices; (vi) Customer acts in a manner that is threatening, obscene, or harassing to Company personnel; (vii) Customer is insolvent or has a petition in bankruptcy filed against it; (viii) Customer is adjudicated a bankrupt; (ix) Customer makes a general assignment for the benefit of its creditors; (x) Customer has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; (xi) Customer ceases to do business in any manner that would affect Company's performance under this Agreement; (xii) Customer fails to comply with any applicable laws in connection with its activities under this Agreement; or (xiii) Customer is in breach of any other provision of an Agreement and fails to correct and cure such breach within thirty (30) days after the written notice of such default from Company ("Termination of Cause"). Customer shall have the right to terminate this Agreement if Company is in material default of any provision of this Agreement and fails to correct and cure such breach within thirty (30) days after Customer provides written notice of such default ("Company Default"). (b) [Termination Fees](#). Upon termination of this Agreement for any reason, Customer shall be obligated to pay to Company all Fees and other amounts due up to the effective date of termination ("Outstanding Amounts"). If Fees are calculated on a monthly, quarterly or other periodic basis, then Customer shall be liable for the pro-rata portion thereof up to the effective date of termination. Upon a Termination for Cause by Company, or an early termination by Customer without cause ("Early Termination"), in addition to Outstanding Amounts, Customer also shall be obligated to pay to Company all Fees and other amounts (including any residual amount) for the remainder of the Term that would have been paid had this Agreement not been terminated (such sum being the "Early Termination Fees" or "ETFs"). Upon a termination for a Company Default by Customer, no ETFs will be owed. (c) [Effect of Termination](#). Upon

05543151.1

termination or expiration of this Agreement, Customer will no longer have access to, or be able to use the Service and Products (other than Customer Equipment) except as Customer may require and Company shall allow, acting reasonably and in good faith, to facilitate Customer's move to another service. Upon termination or expiration of this Agreement, Customer is responsible for: (i) making any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in Customer Equipment and provided by Company as part of the Service (collectively, "Service Software") and any Company Equipment located at Customer's location available to Company for uninstallation and return to Company; and (ii) providing Company with access to Customer's location for the purpose of retrieving any Service Software and Company Equipment. Fees owed by Customer to Company for Services and Products shall continue under this Agreement until such time as Customer has notified Company in writing that Customer has made all such Service Software and Company Equipment available for retrieval by Company or has returned the same to Company as required pursuant to an Order. Company will make available to Customer any archive, backup, or copies of data for thirty (30) days after notice of termination, after which time said archive, backup, or copies of data will be deleted from Company systems and irrevocably lost.

1.20 **FORCE MAJEURE.** Neither party will be liable for any delay or failure in performance under this Agreement due to any cause that is beyond its reasonable control and for which it is without fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, cable cuts, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by such condition, unusually severe weather conditions, fuel or energy shortages, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation common carriers, or other causes beyond a party's reasonable control, whether or not similar to the foregoing (collectively, "Force Majeure Events"). The parties agree that the party whose performance is affected by the Force Majeure Events shall use commercially reasonable efforts to minimize the delay caused by the Force Majeure Events. In the event the delay caused by a Force Majeure Event lasts for a period of more than thirty (30) days, the parties shall negotiate an equitable modification to this Agreement. If the parties are unable to agree upon an equitable modification within fifteen (15) days after such thirty (30) day period has expired, then either party will be entitled to serve thirty (30) days' notice of termination on the other party with respect to this Agreement.

1.21 **ASSIGNMENT.** This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of Company to such assignment. Any such transfer without such consent of Company is void.

1.22 **SITE REVIEW.** Provision of Services may be subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect Company's ability to provide Services to the site, or the review may uncover that bandwidth upgrades are necessary to provide Services. In such cases, a new or amended Agreement may be required for Company to provide Services, such Agreement to be approved by both parties.

1.23 **GOVERNING LAWEQUITABLE RELIEF.** This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the state of the governmental entity Customer without regard to its conflict of laws principles. TO THE EXTENT ALLOWED BY LAW, THE PARTIES WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, EITHER TO JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR TO

05543151.1

ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT OR OTHER PROCEEDING. IF ANY SUIT OR ACTION IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF AN AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO REASONABLE ATTORNEYS' FEES AND COSTS AS PERMITTED UNDER APPLICABLE LAW, IN ADDITION TO ANY OTHER RELIEF TO WHICH SUCH PARTY MAY BE ENTITLED. The provisions of this Section shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.24 COMPLIANCE WITH LAWS. Customer agrees to comply with all laws, regulations, and orders relating to this Agreement and the use of the Services and Products. Customer agrees and acknowledges that it is solely responsible for the payment of all license or other fees and other as required by law for the Services and Products. This provision shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.25 NO SOLICITATION. During the Term of an Agreement and for a one (1) year period immediately following the termination or expiration of an Agreement, neither party shall, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in, or promote the solicitation of any employee of the other party to leave such employment, or hire or engage such employee; provided, however, that nothing in an Agreement shall prohibit either party from offering employment to or hiring any employee of the other party in response to notices of employment addressed to the general public and not to the other party's employees in particular..

1.26 INDEPENDENT CONTRACTOR; SUBCONTRACTOR. Company will perform all Services solely in Company's capacity as an independent contractor and not as an employee, agent or representative of Customer. Company will not be entitled to any privileges or benefits that Customer may provide to its employees. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under an Agreement, but Company shall at all times remain primarily liable to Customer under such Agreement. Company may utilize subcontractors or suppliers to perform all or any portion of the Services or to provide any Products under this Agreement, but Company shall at all times remain primarily liable to Customer under this Agreement. If Customer requests Company to utilize a Customer-designated subcontractor or supplier for any of the Services or Products to be provided by Company, Customer shall provide to Company a written request for the same including any information reasonably required by Company and evidence of the insurance coverage required under this Agreement. Company shall have the right, acting in good faith, to accept or reject such Customer-designated subcontractor or supplier. Consent by Company to use a Customer-designated subcontractor or supplier shall not constitute a waiver of any right of Company to reject defective subcontractor Services or Products, and Company shall retain all such rights under its subcontract.

1.27 WAIVER. No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, a party unless expressly set forth in writing and signed by such party's authorized representative. Customer expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage. Customer expressly agrees and acknowledges that reliance on any waiver without Company's written consent is unreasonable. Waiver by Company of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach. Company's approval or consent to any action proposed by Customer will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect Customer's obligation to strictly comply with this Agreement.

1.28 ENTIRE AGREEMENT. Subject to any Applicable Tariff, this Agreement correctly sets forth the entire agreement between Company and Customer with respect to the Services and Products to be provided by Company

05543151.1

to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control.

1.29 INTERPRETATION OF CONFLICTING TERMS. In the event of a conflict between or among the terms of the components of this Agreement, the following order of precedence shall control: if applicable, an Agreement Addendum, the SLA, the Master SLA, the Service Agreement, these Terms and Conditions, the Order and any other document made a part of the Agreement.

1.30 AMENDMENT. Company reserves the right to modify these Terms and Conditions, the Master SLA, and any specific Service Level Agreement, by posting such changes on its website at <https://www.cspire.com/cms/business/resources/agreements-policies/>. Company will notify Customer of any material changes in writing. Changes will not apply retroactively but will become effective upon notification. If after receiving notice Customer does not agree to the modifications to the Agreement, Customer and Company will work in good faith to resolve the conflict within thirty (30) days. After which, if the conflict is not resolved to the satisfaction of Company and Customer, Customer may terminate the Agreement with twelve (12) months' written notice to Company of its wish to terminate due to the modification. Notwithstanding anything herein to the contrary, Company will not materially reduce the functionality or service levels applicable to any Service during the then current Term (excluding any Renewal Terms that begin after the date of the change) of the Agreement for such Service without first obtaining Customer's written consent.

1.31 MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Products will be used primarily for commercial purposes and will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and Products and the rights of Company to take action necessary to remain in compliance with any Applicable Tariff or license, including its right to retake possession of or disable the Services and Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

1.32 NOTICES. Except as otherwise provided under an Agreement, all notices, demands, or requests to be given by a party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered (or the date of written refusal to accept delivery) in person, by courier service, by postage prepaid United States certified mail, return receipt requested, or electronic mail or fax with follow up copy by one of the other methods, and addressed to Customer at the address and contact specified in the Order, and if to Company, addressed to the General Manager, with a copy to General Counsel, respectively, as follows:

C Spire Business  
Attention: General Manager  
1018 Highland Colony Parkway, Suite 500  
Ridgeland, MS 39157

C Spire Business  
Attention: General Counsel  
1018 Highland Colony Parkway, Suite 700  
Ridgeland, MS 39157

05543151.1

## 2. SPECIFIC TERMS APPLICABLE TO VOIP SERVICES.

The following additional Terms and Conditions are applicable only to Voice Over IP (“VoIP”) Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 2, with respect to VoIP Services only, the Terms and Conditions set forth in this Section 2 shall control.

2.1 911 SERVICES. The 911 emergency service provided in connection with Company’s VoIP Service is different from traditional 911 service. When Customer dials 911 on Customer’s phone using Company’s VoIP Service, the call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point (“PSAP”) designated for the address Customer listed at the time Customer registered for the VoIP Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third-party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition, the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. Customer acknowledges and agrees that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to Customer. Customer further acknowledges and agrees that 911-type services may not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to Customer or any third party for failure to provide 911 services to Customer in the event of the assignment of an area code and phone number to Customer located outside of the exchange area associated with Customer’s street address or relocation of the telephone device to a location other than Customer’s physical street address as registered with Company.

2.2 PHYSICAL STREET ADDRESS. IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE EQUIPMENT USED TO PROVIDE OR RECEIVE VOIP SERVICES WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating the Service, Customer must provide the actual physical street address where the Equipment will be located, not a post office box, mail drop, or similar address. Customer acknowledges and understands that 911 dialing does not function properly or at all if Customer moves or otherwise changes the physical location of Customer’s Equipment to a different street address. Any change in the Equipment’s physical address must be coordinated with Company for the VoIP Service and 911 to work properly.

2.3 DEPENDENCY. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT 911 SERVICE WILL NOT FUNCTION IF CUSTOMER’S VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE, THE VOIP SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE VOIP SERVICE, INCLUDING FOR 911 DIALING PURPOSES.

2.4 LIMITATIONS ON 911 SERVICE. 911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASE COMPANY AND COMPANY PARTIES, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LOSSES BY, OR ON BEHALF OF, CUSTOMER, CUSTOMER PARTIES, OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING OR INABILITY OF CUSTOMER, CUSTOMER PARTIES OR ANY THIRD PERSON OR PARTY OR

05543151.1

USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM CUSTOMER'S PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, UNLESS PROHIBITED UNDER APPLICABLE LAW, CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

**2.5 PRIVACY AND SECURITY.** VoIP Service utilizes, in whole or in part, the public Internet and third-party networks to transmit voice and other communications. Customer acknowledges and understands that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that Customer may experience with regard to VoIP Service. Customer is responsible for taking precautions and providing security that best suits Customer's intended use of VoIP Service.

**2.6 LOSS OF SERVICE.** Customer acknowledges and understands that VoIP Service does not function in the event of a power failure. Customer also acknowledges and understands that VoIP Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of VoIP Service with or by, Customer's Internet service provider ("ISP") and/or broadband provider, VoIP Service will not function, but Customer will continue to be billed for the VoIP Service unless and until you or Company terminate VoIP Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, VoIP Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require Customer to reset or reconfigure the Equipment prior to utilizing VoIP Service. Should Company suspend or terminate VoIP Service, VoIP Service will not function until Company restores VoIP Service (which may require the payment of all invoices and reconnection fees owed by Customer to cure any breach of this Agreement by Customer).

**2.7 SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT.** All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls, and medical monitoring devices, are not compatible with Company's VoIP Service. Fax machines and modems may not be compatible with Company's VoIP Service. SIP trunk voice is not intended for use on elevators and fire alarms. Company does not guarantee that the VoIP Service will operate with other monitoring systems or services, including but not limited to burglar alarms, security, medical or Customer-provided equipment, facilities and services. These services may require Company to resell traditional analog services to support. If Customer chooses to utilize VoIP services for these types of services, Customer must ensure that all alarm services and related signal transmission services are tested to validate that they remain fully operational after installation of VoIP service. By accepting this Agreement, Customer waives any claim against Company for interference with or disruption of such systems due to the VoIP Service.

**2.8 EQUIPMENT.** Customer understands and acknowledges that, for Company to provide VoIP Services, Customer must have a broadband service connection and VoIP Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at mutually agreed locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not Customer provided VoIP Equipment will work in conjunction with VoIP Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive VoIP Service.

05543151.1

2.9 EXCESSIVE USAGE. If Customer on a specific VoIP Service plan has usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, Customer may be charged an additional fee of \$50.00 per month per line.

2.10 PROHIBITED USE. Customer is prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that Customer is reselling or transferring VoIP Service or that Customer's VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, Company reserves the right to immediately terminate VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

2.11 NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. Customer acknowledges and agrees that VoIP Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

### **3. SPECIFIC TERMS APPLICABLE TO FIREWALL SERVICES.**

The following additional Terms and Conditions are applicable only to Firewall Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in [Section 1](#) of this Agreement and the Terms and Conditions set forth in this [Section 3](#), with respect to Firewall Services only, the Terms and Conditions set forth in this [Section 3](#) shall control.

3.1 DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; or (iv) support for Firewall Services as described in this Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Agreement.

3.2 FIREWALL SERVICES. Customer may purchase varying types and levels of Firewall Services and charges for Firewall Services will be separately itemized within the Monthly Services Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to Firewall Services, run certain reports, and perform certain administrative tasks in connection with Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

3.3 CUSTOMER OBLIGATIONS. Company will not provide any equipment for Customer's use of Firewall Services other than Firewall Services Equipment. Customer shall be solely responsible for its activities in using Firewall Services, including the activities of Company Parties, employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should

05543151.1

Customer, Customer Parties, or its employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of Firewall Services caused by such act. Customer understands that it may make a change request to Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

**3.4 SUPPORT.** Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

**3.5 DATA LOSS AND RETENTION.** Notwithstanding Company's physical security and cybersecurity of Firewall Services Equipment, Customer acknowledges that Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data that is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at <https://www.cspire.com/resources/docs/business/resources/Privacy-Policy>, the terms of which are incorporated herein by reference.

**3.6 ADDITIONAL CUSTOMER OBLIGATIONS.** Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of Firewall Services, and the terms of this Agreement.

**3.7 DISCLAIMER OF WARRANTIES.** UNLESS THE DISCLAIMER OF IMPLIED WARRANTIES IS PROHIBITED UNDER APPLICABLE LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

#### **4. SPECIFIC TERMS APPLICABLE TO MANAGED INFORMATION TECHNOLOGY SERVICES.**

The following additional Terms and Conditions are applicable only to managed IT Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement

05543151.1

and the Terms and Conditions set forth in this [Section 4](#), with respect to managed IT Services only, the Terms and Conditions set forth in this [Section 4](#) shall control.

4.1 SERVICE CONDITIONS. (a) [Outside Conditions](#). Customer acknowledges that certain conditions outside of Company's control may adversely impact the ability of Company to perform functions of certain managed IT Services. Examples of such conditions include, without limitation: (i) Customer task, software, scheduled job, or other human intervention, intentional or otherwise, renders portions, complete files, or complete file systems unavailable through the Service; (ii) failure of Customer software, operating systems, or equipment; and (iii) network connectivity issues between Customer devices and Company backup platform, when network connectivity is not provided as part of a Company's Service. (b) [Non-Exclusive, Non-Transferable Right](#). Customer shall have a nonexclusive, non-transferable right to use the managed IT Services solely for Customer's own internal business purposes for the Term and number of users or other applicable managed IT Service metrics specified in this Agreement. (c) [Restrictions on Use](#). Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's or a named affiliates' internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; (iv) use the Service in any manner that threatens the integrity, performance or availability of the Service to others; (v) reverse engineer, decompile, or disassemble the Service; or (vi) use the Service to help design a competing or similar service. (d) [Service Level Agreements](#). The service level agreements applicable to a particular Service include those service level and support services terms set forth in the Master SLA and the respective Service Level Agreement identified on the applicable Order. Additional terms and conditions applicable to a Service may be set forth in the respective Service Level Agreement, which will be provided to Customer for its review and approval prior to the provision of any Services by Company. Customer's use of Services will be deemed acceptance of the terms of the Master SLA and Service Level Agreement.

4.2 CUSTOMER RESPONSIBILITIES. (a) [Compatibility](#). It is Customer's responsibility to ensure that any version change planned on Customer's system is compatible with Company's hardware and software. Customer shall be fully responsible for providing to Company at Customer's own expense and in a timely manner, all security credentials necessary for Company to use and access Customer's system in connection with the Service. If Customer's system is not compatible with any Service, the parties will work together in good faith to develop and implement modifications, patches, workarounds, updates, upgrades, and any other commercially reasonable changes necessary or appropriate to achieve such compatibility. If after such efforts to achieve such compatibility have failed, Company shall have the right to terminate the Agreement for such Service with not less than thirty (30) days' written notice to Customer. (b) [Software Rights](#). Customer has title to, or a license or other rights to use, access and modify, and has or will obtain for Company a right or license to use, access or modify, any Customer software or Third-Party Software that Customer has requested Company to use, access or modify as part of the Services. Customer shall indemnify, defend and hold harmless Company and any Company representatives from and against any Losses arising out of resulting from any claim or allegation that Customer does not have such rights, has not obtained such rights for Company, or that Company's provision of Services hereunder using such Customer Software or Third-Party Software infringes any party's right, title to or interest in or to the same. (c) [Access to Resources](#). Customer shall supply Company with access to appropriate personnel, documentation, records, Customer's system and facilities as requested by Company from time to time in order for Company to perform and provide Services. (d) [Internet Use](#). Where Company's Services include Internet access, Customer shall be solely responsible for providing and maintaining all computer equipment, software, cabling and telecommunications services necessary to access Internet Services. (e) [On-site Testing](#). Customer acknowledges that in the event of a support issue, Customer is responsible for on-site cooperative testing with Company's technical support to assist in the diagnosis of the problem. (f) [Restrictions on Use](#). Customer will not use, and will not permit others to use, Customer's account to: (i) copy, distribute, rent, lease, transfer or sublicense all or any portion of the Service to any third party; (ii) modify or

05543151.1

prepare derivative works relating to the Service; (iii) use the Service (other than for Customer's internal use) in any commercial context or for any commercial purpose or in any commercial product including reselling the Service; or (iv) use the Service to help design a competing or similar service.

**4.3 COMPLIANCE AND CONTROL REQUIREMENTS.** Customer is responsible for providing Company with a documented list of compliance and control requirements, if any, that are expected to be outsourced to Company as part of an Agreement (collectively, "Controls"). In cases where all requested Controls cannot be covered, Company will notify Customer in writing. Customer is responsible for notifying Company of any Control evidence or audit assistance requirements. All such requests should be submitted in writing via e-mail and addressed to [askus@cspire.com](mailto:askus@cspire.com). Company will provide information or assistance within seventy-two (72) hours of Customer's request.

**4.4 COMPLAINTS.** Customer shall be responsible for promptly notifying Company by email or by telephone, followed up in writing if made by telephone (including email), of any Complaints regarding Services or Company Equipment provided under an Agreement. A "Complaint" is defined as any communication received from Customer specifically addressing a currently provided Service or Company Equipment that is not satisfactory to Customer. All Complaints should be submitted via email or by telephone with a follow up by e-mail if made by telephone, to the Company Account Manager or to our Help Desk at [askus@cspire.com](mailto:askus@cspire.com). Company will record the Complaint and will use commercially reasonable efforts to resolve the deficiencies in Services or Equipment to Customer's reasonable satisfaction and in accordance with the applicable Service Level Agreement set forth in the applicable Order.

**4.5 SECURITY AUDITS.** (a) Company Audits. Company will employ industry best security measures, policies and procedures in its standard operating procedures and in the delivery of Services. Company will test, monitor and audit, and have periodic third-party audits, of these security measures, policies and procedures. Company will make the results of such audits available to Customer for review within three (3) business days following Customer's written request. Customer may request a copy of an audit report, and Company will provide the same without additional cost (other than reasonable reimbursement for photocopying expenses). (b) Customer Audits. Company acknowledges that Customer may be required to or may desire to confirm Company's audit results through a third-party auditor retained by Customer. Customer may engage a third-party auditor to audit Customer's computing environment at a Company data center and Company shall provide access to its data center to such third-party auditor within three (3) business days after Customer's advance written notice to Company. Such audit will be conducted on a mutually acceptable date during Company's normal business hours, and, unless the audit reveals material inadequacies in Company security measures, policies and procedures or unless required by any regulatory authority having jurisdiction over Customer, Customer will not have the right to audit more than once per year. The third-party auditor will take all commercially reasonable steps necessary to minimize interference with Company's business and will provide Company with a copy of any written audit report. Company shall have the right to approve any third-party auditors, and will not unreasonably withhold, delay or condition such approval, provided that no third-party auditor that is a competitor or that has Affiliates that are competitors of Company will be allowed to conduct an audit at Company's data centers. The scope of such audits must be limited to the Customer network and may not include any shared environments that may affect other customers of Company. Customer will pay all costs of any audits conducted by its third-party auditor. If the audit reveals material inadequacies in Company's security measures, policies and procedures, and Company agrees with the audit report, Company will work with Customer to remediate or mitigate such inadequacies in accordance with the terms of any applicable Service Level Agreement.

## **5. SPECIFIC TERMS APPLICABLE TO SOFTWARE AND SECURE OFFICE SERVICES.**

The following additional Terms and Conditions are applicable only to software and secure office Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of

05543151.1

this Agreement and the Terms and Conditions set forth in this Section 5, with respect to software and secure office Services only, the Terms and Conditions set forth in this Section 5 shall control.

5.1 CUSTOMER ACKNOWLEDGEMENT. With respect to Customer's use of Microsoft Office 365, Customer acknowledges through execution of this Agreement that Customer has read, understands, and agrees to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to <https://www.cspire.com/resources/docs/SoftwareResellServiceAgreement.pdf>.

## **6. SPECIFIC TERMS APPLICABLE TO PRODUCTS.**

The following additional Terms and Conditions are applicable only to Products purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 6, with respect to Products only, the Terms and Conditions set forth in this Section 6 shall control.

6.1 QUOTATIONS. Where this Agreement is used by Company to place a bid, the quotation stated herein is for prompt acceptance, and Company may change and/or withdraw without notice. Customer's prompt acceptance of all quotations is a material term of the bid and any subsequent Agreement. In cases where freight allowance is included in the quotation, Customer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Customer's shipping instructions.

6.2 DELIVERY. All prices are F.O.B. Vendor's plant, unless otherwise specified by Company in the Order. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt at Vendor's office of the purchase order. Acceptance of shipment by designated shipper, allocation of Products to Customer at premises other than Company's, delivery to Customer's representative or designee, or mailing of an invoice to Customer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Customer, subject to Company's right of stoppage in transit and to any interest of Company reserved to secure Customer's payment or performance, irrespective of any freight allowance or prepayment of freight. Products held subject to Customer's instructions, Products for which Customer has failed to supply shipping instructions, or in any case where Company, in its sole discretion, determines any part of Products should be held for Customer's account, Company may invoice for Products and Customer agrees to make payment at the maturity of the invoice rendered. Products invoiced and held at any location for whatever reason shall be at Customer's risk and Company may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Customer and paid for at contract prices and terms. When Customer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Company may, at its option, give notice in writing to Customer that Company is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In the absence of directions, Products will be delivered by the method and via carrier Company believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Customer will furnish and pay for necessary labor to unload and store Products. Customer must report any shortages within three (3) days of receipt of the initial shipment, or claims will be waived.

6.3 LOSS OR DAMAGE IN TRANSIT. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Customer, Company, at its sole discretion, may agree as a service to Customer to process Customer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Company within five (5) days after the receipt of Products. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. Customer shall note loss or damage on truck shipments upon delivery ticket returned to Company, or such claims shall be waived.

05543151.1

6.4 PARTIAL SHIPMENTS; PARTIAL PAYMENT. Company may make partial shipments of Products and payment for that portion will be due as provided on Company's Order or invoice document based on time of shipment.

6.5 CANCELLATION; CHANGES; RETURNS. In the event of a proper cancellation, change or return request from Customer under this Agreement, Company may, at its option: (a) charge Customer for any costs Company incurred prior to or as a result of such cancellation, change or return; (b) revise its prices and delivery dates to reflect such change; and (c) accept returned Products for credit if, in Company's sole discretion, it finds such Products to be standard stock and in good condition. The credit will be, in Company's sole discretion, either the invoice price less a percentage to be determined by Company, along with shipping and handling charges to be determined by Company. All returned Products must be securely packed by Customer to ensure that returned Products are not damaged during shipment.

6.6 DELAY IN OR PREVENTION OF PERFORMANCE. If there is a delay in delivery or prevention of performance caused by any Force Majeure Event, Company will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price of Products to reflect increases occasioned by such Force Majeure Event. Customer's acceptance of any Products will constitute Customer's waiver of any claim for damages on account of any delay in delivery of such Products. If delivery is delayed or interrupted by Force Majeure, Company may store the Products at Customer's expense and risk and charge Customer a reasonable storage rate. If Company is delayed because it is awaiting Customer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Customer's approval or acceptance of Products, Company will be entitled to an adjustment in price commensurate with any increase in Company's production costs and any other losses and expenses incurred by Company attributable to such delays.

6.7 DEFERRED DELIVERY. If Customer requests a deferred delivery on any Order and Company approves in writing, Company may charge Customer for the completed portion of the Order and warehouse all other Products at Customer's expense and risk of loss. As to any uncompleted portion of an Order, Company may, at its option, cancel said uncompleted portion in accordance with [Section 6.5](#) above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

6.8 SECURITY INTEREST. To secure Customer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Customer to Company under this Agreement, Customer hereby grants Company a first-priority security interest, prior to all other liens and encumbrances, in all Products purchased under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Customer acknowledges that the security interest granted under this [Section 6.8](#) is a purchase-money security interest under the Uniform Commercial Code of the State of Mississippi. Company may file a financing statement for the security interest and Customer shall execute any statements or other documentation, if necessary, to perfect Company's security interest in Products. Customer also authorizes Company to execute, on Customer's behalf, statements or other documentation, if necessary, to perfect Company's security interest in Products. Company is entitled to all applicable rights and remedies of a secured party under applicable law.

6.9 CREDIT RISK ON RESALE TO END USERS. If Customer purchases Products for resale to end-users, Customer is responsible for all credit risks regarding, and for collecting payment for, all Products sold to third parties. The inability of Customer to collect the purchase price for any Products so resold does not affect Customer's obligation to pay Company for any Products on the terms set forth herein.

05543151.1

6.10 LIMITATION OF LIABILITY. UNLESS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL COMPANY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. COMPANY WILL NOT BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM CUSTOMER'S NEGLIGENCE. UNLESS PROHIBITED UNDER APPLICABLE LAW, NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, MAY BE BROUGHT AGAINST COMPANY MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF PRODUCTS TO CUSTOMER.

## **7. SPECIFIC TERMS APPLICABLE TO CIRCUIT INSTALLATION FOR INTERNET/ VOIP SERVICES.**

The following additional Terms and Conditions are applicable only to the installation of circuits for Internet or VoIP services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of this Agreement and the Terms and Conditions set forth in this Section 7, with respect to circuits and their installation, the Terms and Conditions set forth in this Section 7 shall control.

7.1 CIRCUIT INSTALLATION. Company is building a custom-designed and engineered circuit to provide high speed fiber optic internet and/or Voice over Internet Protocol (VoIP) service to Customer's business. Installation and deployment costs to deliver Company fiber internet are significant and based on the completion of the tasks bulleted below. The deployment estimates below are only approximate, impacted by several variables, and cannot be guaranteed for a specific service delivery date.

### **7.2 STANDARD DEPLOYMENT STEPS – VOICE ONLY SERVICE.**

- Estimated Deployment Timeline - 45 days from order acceptance by Company. Customer must have confirmation of acceptable internet service and bandwidth required.
- Site Survey – A Company technician will schedule a visit to determine wiring, call flow, phone numbers and verify acceptable internet bandwidth to support VoIP service.
- Customer Premise Equipment Configuration – Design and build routers and switches for installation.
- Phone Installation – A scheduled day to install phones and other needed equipment.
- Phone Number Port – Moving phone numbers from current carrier to Company. Porting is estimated to complete approximately 5 -10 business days after the new Company phones are installed.

### **7.3 STANDARD DEPLOYMENT STEPS – INTERNET VIA FIBER OPTIC CABLE.**

- Estimated Internet Fiber Deployment Date - 90 calendar days from order acceptance by Company.
- Estimated Voice Services Deployment – 15 - 25 days after Internet installation (see steps above).
- Field Survey – An engineer will determine the best route to Customer premise and determine verification of conduit, easements, right of ways, etc.
- Engineering Drawings – CAD drawings for construction and permit application with city, county, DOT, etc.
- Permitting – Working with agencies to approve construction.
- Construction – Trench or bore fiber optic cable.
- Fiber Splice – Connectivity of fiber to Company's network/Customer premise.
- Engineering/Field Services – Program and deploy electronics for service.

### **7.4 ADDITIONAL CIRCUMSTANCES THAT MAY CAUSE DELAY TO DEPLOYMENT.**

- Delay by governing city/state organizations for permit approval.

05543151.1

- Obtaining required permits to cross rivers or railroad tracks (up to 1 year).
- Obtaining required permits to cross federal interstate routes.
- Delays due to long periods of bad weather delaying physical construction.

7.5 EQUIPMENT AND CONSTRUCTION COSTS - PAYMENT. In reliance upon Customer's agreement to receive fiber services, Company will expend considerable capital expense to commence deployment to your business. Customer acknowledges that the construction and equipment cost to deliver Company fiber internet/VoIP service to Customer's business is significant, and Customer agrees to begin paying for such cost through regular monthly billing within 60 days after installation is complete. Otherwise, full payment for the construction and equipment portion of the total payment to be made during the Term will be due within 60 days of installation (but Customer's monthly recurring cost for Service will be lowered accordingly).

7.6 BUSINESS RELOCATION; BUSINESS SALE; TERMINATION OF SERVICES.

- This is a custom-designed and engineered Service for the sole use of the business named in the Order at the specific business address at the time of installation.
- Customer must complete the full Service Term, otherwise Customer will be subject to Early Termination Fees (ETFs).
- The relocation, sale or closure of the business for the location in which the Service is delivered will result in Early Termination Fees (ETFs) unless the Service is otherwise assigned, with the permission of Company, to a new business entity willing to assume a new contract for Service at said location.
- Since this is a custom-designed and engineered Service to a specific location, it cannot be moved or relocated to a new address without the full process of the initial installation as described above being completed and a new corresponding Service Agreement being entered into by Customer.

**8. SPECIFIC TERMS APPLICABLE TO PROFESSIONAL SERVICES.**

The following additional Terms and Conditions are applicable only to Professional Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in [Section 1](#) of this Agreement and the Terms and Conditions set forth in this [Section 8](#), with respect to Professional Services only, the Terms and Conditions set forth in this [Section 8](#) shall control.

8.1 DEFINED TERMS. "Deliverables" means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Company in the course of performing the Professional Services, including any items identified as such in an Order. "Milestone" means an event or task described in an Order which shall be completed by the relevant date set forth in the Order. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Company in connection with performing the Professional Services, in each case developed or acquired by the Company prior to the commencement or independently of this Agreement.

8.2 PERFORMANCE OF PROFESSIONAL SERVICES. The Company is not required to perform the Professional Services during a fixed hourly or daily time. If the Professional Services are performed at the Customer's premises, the Company's time spent at the Customer's premises will be within the Company's sole discretion, subject to the Customer's normal business hours and security requirements. The Company shall not be required to devote the Company's full time nor the full time of the Company's staff to the performance of the Professional Services. Except to the extent that the Company's work must be performed on or with Customer's equipment, systems, cabling, software, or facilities, all materials used in providing the Professional Services shall be provided by the Company.

05543151.1

8.3 COMPANY'S OBLIGATIONS. Company shall: (a) before the date on which Professional Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Professional Services; (b) comply with, and ensure that all Company personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures; (c) maintain complete and accurate records relating to the provision of the Professional Services under this Agreement. During the Term, upon Customer's written request, Company shall allow Customer or Customer's representative to inspect and make copies of such records; provided that any such inspection shall take place during regular business hours no more than once per year and Customer provides Company with at least ten (10) business days' advance written notice; and (d) require all subcontractors to be bound by the confidentiality and intellectual property assignment or license provisions of this Agreement.

8.4 CUSTOMER'S OBLIGATIONS. Customer shall: (a) cooperate with Company in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "Customer Representative"); (b) provide such access to Customer's premises, and such office accommodations and other facilities as may reasonably be requested by Company, for the purposes of performing the Professional Services; (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Professional Services in accordance with the requirements of this Agreement; and (d) provide such information and access to Customer personnel as Company may request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and (e) obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Professional Services before the date on which the Professional Services are to start. If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, Customer personnel, or Customer's agents, subcontractors or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8.5 TERMINATION. In addition to the termination rights and obligations set forth in [Section 1](#), either Party, in its sole discretion, may terminate this Agreement for Professional Services, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party. Upon expiration or termination of this Agreement for any reason: (a) Company shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid and all materials delivered by Customer to Company; and (ii) promptly remove any Company equipment located at Customer's premises, and (b) Customer shall promptly pay to Company all amounts for Professional Services rendered to Customer. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Customer may retain copies of any Confidential Information, including Pre-Existing Materials, of Company solely to the extent necessary to allow it to make use of the Professional Services and any Deliverables.

8.6 ADDITIONAL PAYMENT TERMS. (a) Time and Material Basis. Where Professional Services are provided on a time and materials basis: (i) the fees payable for the Professional Services shall be calculated in accordance with Company's hourly fee rates for the Company personnel set forth in the Order; and (ii) Company shall issue invoices to Customer monthly for its Fees for time for the immediately preceding month. (b) Fixed Fee Basis. Where

05543151.1

Professional Services are provided for a fixed price, the total Fees for the Professional Services shall be the amount set out in the Order. The total price shall be paid to Company in installments, as set out in the Order, and, where conditioned on the achievement of any Milestone, upon the occurrence of such Milestone. At the end of a period specified in the Order in respect of which an installment is due, Company shall issue invoices to Customer for the Fees that are then payable.

END OF MASTER TERMS AND CONDITIONS

05543151.1

25

## ESS Schedule