



## MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (“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.

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## 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 day immediately following the date on which Company notifies Customer that Services are installed and/or ready for use, and shall continue for the length of the Service Term stated in the Order (the “Service Term”). Unless the Services consist of one-time implementation or consulting Services (collectively, “Professional Services”), following the expiration of the Service Term, this Agreement and each Service shall automatically

renew at then current Company list rates for successive one (1) year terms (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 then current Term. The Term for any modification to the Services by Customer shall be coterminous with the current Term for existing Services if less than 80 percent of the current Term remains or if the existing total monthly recurring charge is changed by less than 20 percent. If more than 80 percent of the current Term remains or if the existing total monthly recurring charge is changed by more than 20 percent, then an additional 12 months may be added to the existing Service Term for all Services under the Agreement.

**1.2 FEES AND CHARGES.** (a) **Recurring Charges.** Except as otherwise provided in any Applicable Tariff (as defined below), 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 thirty (30) 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) **Taxes.** Any applicable surcharge, federal, state, local, excise, sales tax, or similar levy, chargeable to or against Company because of the Services and Products provided by Company to Customer, shall be charged to and paid by Customer in addition to the Fees. (d) **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. (e) **Usage Fees.** If Fees due under this Agreement are based on the number of users, volume of use, or other usage metrics, Company may audit Customer's use of the Services, including through the use of third-party monitoring software installed or run on Customer's system, and increase billing for any and all usage-based fees to the extent 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. (f) **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 1.22(b)) 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 business, Company will waive the Termination Fees if Customer purchases another Service from Company for its new location that is of the same or greater contract value. (g) **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. (h) **Cost of Service Increases.** Company may, in its sole discretion, apply annual increases to the Monthly Service Charge to cover any direct service cost increases by Company's vendors and suppliers (up to maximum of 10%). (i) **Service Disconnect Fees.** Customer will be charged a fee to disconnect the Services ("Service Disconnect Fee"). The Service Disconnect Fee will be determined by Company based on an individual assessment of the scope of Customer's particular disconnection (typically 15-20% of Customer's Monthly Service Charge).

**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 4% convenience fee.

**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 (including via email) 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 CREDIT INVESTIGATION.** By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks, and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages, and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and Customer cannot provide sufficient additional security to Company.

**1.7 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.

**1.8 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.

1.9 **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.

1.10 **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.

1.11 **NO RESALE OR TRANSFER.** Customer is prohibited from reselling or transferring the Services or Products (other than Customer-Owned 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.

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

**1.13 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 possesses 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.

**1.14 CONFIDENTIALITY; NON-DISCLOSURE; CPNI.**

(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 1.13(e). 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 1.14(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 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' 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. As applicable, Customer 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.

(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 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.

**1.15 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.

**1.16 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. Company's warranty does not apply to services performed pursuant to plans, drawings, or specifications furnished to Company that have been modified by Customer or a third party, unless Company has specifically agreed in writing to warrant its services under the revised plans, drawings, or specifications.

1.17 DISCLAIMER OF WARRANTIES ON SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE WITH RESPECT TO PROFESSIONAL SERVICES, COMPANY MAKES NO 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 OUTSIDE THE PARAMETERS OF ANY SERVICE LEVEL AGREEMENT, 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.

1.18 DISCLAIMER OF WARRANTIES ON PRODUCTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT 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. CUSTOMER AGREES TO LOOK SOLELY TO THE VENDORS OF PRODUCTS PROVIDED HEREUNDER FOR ANY REMEDY. CUSTOMER ACKNOWLEDGES AND AGREES THAT 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. 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 BOTH PARTIES ACKNOWLEDGE WERE MANUFACTURED OR DEVELOPED BY THIRD-PARTY VENDORS, LICENSORS OR SUPPLIERS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS 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. 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.

1.19 INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Company and its officers, directors, shareholders, employees, representatives, affiliates and agents, and any other service provider who furnishes Services or Products to Customer on behalf of Company in connection with this Agreement (collectively, "Company Parties") from and against any all losses, liabilities and damages, and all costs and expenses relating to such losses, liabilities and damages (including, without limitation, costs of investigation; costs of litigation; court costs; penalties; fines; taxes; charges; fees; settlements; licensing fees; judgments; discovery costs; consultants', experts', and witnesses' fees and expenses; interest; and reasonable attorney fees and expenses) (collectively, "Losses") arising out of or related to (a) Customer's

or Customer Parties' use of the Services or Products, including, but not limited to, lack of 911 dialing or dialing associated with a security system, if applicable, (b) Customer's or Customer Parties' breach of this Agreement, (c) Customer's or Customer Parties' use of the Services and Products in a manner not authorized by an Agreement, (d) any third-party claim that Customer, Customer Parties or software owned or licensed by Customer ("Customer Software") infringe its United States Intellectual Property Rights, or (e) Customer's or Customer Parties' negligence, recklessness or intentional misconduct. Notwithstanding the foregoing, however, Customer shall not be obligated hereunder to the extent any such Losses arise out of the intentional misconduct or gross negligence of Company or Company Parties.

Company will notify Customer in writing within a reasonable time after it determines that a claim may reasonably result in the indemnification of Company hereunder. However, the failure or delay to notify Customer of an indemnification claim will not affect Customer's indemnification obligations, except and only to the extent that Customer was materially prejudiced as a result of such failure or delay. Upon receipt of written notification of an indemnification claim, Customer shall immediately take control of the defense and investigation of such claim and engage counsel reasonably satisfactory to Company to handle and defend the indemnification claim, at Customer's sole cost and expense. The parties shall cooperate in all reasonable respects in the investigation, trial, defense, and settlement of any indemnification claim and any appeal arising therefrom. Company may, at its own cost and expense, participate, through its own counsel or otherwise, in the investigation, preparation, trial, defense, and settlement of such claim and any appeal arising therefrom. Customer will not settle any claim without Company's prior written approval. Company will not unreasonably delay, condition, or withhold its consent to a proposed settlement; provided that (i) such settlement proposal includes an express, complete release of Company from any responsibility or liability arising from the subject matter relating to the claim, (ii) such proposed settlement does not involve a remedy other than the payment of money by Company, and (iii) the proposed settlement does not have any likely negative impact on the reputation of Company.

1.20 LIMITATION OF LIABILITY. 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. 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.

CUSTOMER IS RESPONSIBLE FOR THE SECURITY, INTEGRITY, AND CONFIDENTIALITY OF ITS DATA AND SYSTEMS. COMPANY WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING: (A) LOSS, DESTRUCTION, OR CORRUPTION OF DATA OR SYSTEMS; (B) LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION, OR SHUTDOWN; (C) FAILURE TO ACCURATELY STORE, TRANSFER, READ, OR TRANSMIT INFORMATION; OR (D) UNAUTHORIZED DELETION, ACCESS, EXFILTRATION, OBFUSCATION, OR ENCRYPTION OF DATA OR SYSTEMS.

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.

1.21 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 1.21, (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 reasonable attorneys' fees and other costs and expenses resulting from Customer's default and the exercise of Company's remedies. 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. The parties agree and acknowledge that the remedies afforded by this Section are an agreed measure of damages and are not a forfeiture or penalty.

1.22 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 creditworthiness or use of the Service and Products; (ii) Customer indicates that Customer will not comply with a request for security for the payment of Fees for the Service and Products; (iii) 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; (iv) Customer has been given notice by Company of any past due Fees and such amount remains unpaid, in whole or in part; (v) Customer refuses to pay Fees by the Due Date when billed for the Service and Products; (vi) 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; (vii) Customer acts in a manner that is threatening, obscene, or harassing to Company personnel; (viii) Customer is insolvent or has a petition in bankruptcy filed against it; (ix) Customer is adjudicated a bankrupt; (x) Customer makes a general assignment for the benefit of its creditors; (xi) Customer has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; (xii) Customer ceases to do business in any manner that would affect Company's performance under this Agreement; (xiii) Customer fails to comply with any applicable laws in connection with its activities under this Agreement; or (xiv) 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"). In addition, Company may cancel and terminate Service after thirty (30) days written notice if a third-party product supported by Company has been declared "end-of-life" by the manufacturer or if any customer monitoring software required as part of existing services is not remediated within thirty (30) days written notice. 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 on demand 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 on demand 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 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.

1.23 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.

1.24 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.

1.25 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.

1.26 GOVERNING LAW; ARBITRATION; EQUITABLE RELIEF. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Mississippi without regard to its conflict of laws principles. THE PARTIES AGREE THAT ANY CONTROVERSIES, CLAIMS, OR DISPUTES ARISING BETWEEN THE PARTIES, WHETHER IN TORT OR IN CONTRACT, INCLUDING,

BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS SET FORTH HEREIN. THIS INCLUDES BUT IS NOT LIMITED TO ANY AND ALL DISPUTES BASED ON ANY PRODUCTS, SERVICE, OR ADVERTISING PROVIDED BY COMPANY. ADDITIONALLY, THE PARTIES AGREE NOT TO PURSUE ARBITRATION RELATED TO OR ARISING OUT OF THIS AGREEMENT ON A CLASSWIDE BASIS. THE PARTIES AGREE THAT ANY ARBITRATION RELATED TO OR ARISING OUT OF THIS AGREEMENT WILL BE SOLELY BETWEEN THE PARTIES TO THIS AGREEMENT (NOT BROUGHT ON BEHALF OF OR TOGETHER WITH ANOTHER PERSON'S OR ENTITY'S CLAIM). WHEN NO PARTY'S CLAIM EXCEEDS \$75,000, EXCLUSIVE OF INTEREST, ARBITRATION COSTS AND ALLOWABLE ATTORNEYS' FEES, THEN SUCH ARBITRATION SHALL BE CONDUCTED BEFORE A PANEL CONSISTING OF ONE (1) ARBITRATOR, AND SUCH ARBITRATOR SHALL NOT BE EMPOWERED TO AWARD RELIEF TO ANY PARTY IN AN AMOUNT GREATER THAN \$75,000, EXCLUSIVE OF INTEREST, ARBITRATION COSTS AND ALLOWABLE ATTORNEYS' FEES AND EXPENSES. WHEN ANY PARTY'S CLAIM EXCEEDS \$300,000, THEN THE ARBITRATION PANEL SHALL CONSIST OF THREE (3) ARBITRATORS. THE ARBITRATION HEARING SHALL TAKE PLACE AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI, METROPOLITAN AREA. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, SUCH ARBITRATION SHALL BE BINDING UPON THE PARTIES AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING THE SELECTION OF THE ARBITRATOR(S), WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AAA'S EXPEDITED PROCEDURAL RULES SHALL NOT APPLY UNDER ANY CIRCUMSTANCES UNLESS AGREED TO BY THE PARTIES AFTER COMMENCEMENT OF THE ARBITRATION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH ARBITRATION AND ITS REASONABLE ATTORNEYS' FEES AND EXPENSES FROM THE NON-PREVAILING PARTY. THE ARBITRATION PANEL SHALL HAVE THE AUTHORITY TO RULE ON ITS OWN JURISDICTION, INCLUDING ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, SCOPE OR VALIDITY OF THIS ARBITRATION AGREEMENT.

NOTWITHSTANDING THE FOREGOING ARBITRATION PROVISION, COMPANY SHALL HAVE THE RIGHT TO PURSUE COLLECTION MATTERS FOR SERVICES, PRODUCTS, INSTALLATION COSTS, AND TERMINATION FEES IN ANY COURT WITH JURISDICTION THEREOVER WITHOUT FIRST RESORTING TO ARBITRATION. FURTHER, EITHER PARTY SHALL HAVE THE RIGHT TO SEEK IMMEDIATE INJUNCTIVE OR OTHER EQUITABLE RELIEF WITHOUT FIRST RESORTING TO ARBITRATION AND WITHOUT THE NECESSITY OF POSTING A BOND OR OTHER SECURITY FOR THE OTHER PARTY'S BREACH OF CONFIDENTIALITY, INTELLECTUAL PROPERTY INFRINGEMENT OR OTHER MATTERS FOR WHICH MONEY DAMAGES WILL NOT BE AN ADEQUATE REMEDY. 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 ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. FURTHER, TO THE EXTENT ALLOWED BY LAW THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY. 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 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.

1.27 COMPLIANCE WITH LAWS; PAYMENT OF TAXES. 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 fees, assessments and sales, rental, use, property, excise, and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services and Products. Any fees, taxes or other lawful charges paid by Company in connection with the Products or use thereof or provision of the Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.28 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. In the event either party violates this non-solicitation agreement, the violating party shall pay to the other party, as reasonable liquidated damages, an amount equal to one hundred fifty percent (150%) of the employee's annualized salary at the non-violating party, including bonuses.

**1.29 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.

**1.30 INSURANCE.** (a) General. Company and Customer each shall maintain reasonable insurance coverage through their respective carriers. Such insurance must include, at a minimum, general liability coverage in amounts of at least \$1 million per occurrence, \$3 million annual aggregate, and workers compensation coverage in amounts required by law. (b) Equipment. For any Company Equipment located at a Customer location, Customer shall maintain special form insurance against loss, theft or damage, in an amount not less than the new replacement value of the Equipment. Customer shall name Company as an additional insured/loss payee by policy endorsement. Customer shall deliver written evidence of such insurance satisfactory to Company prior to delivery of Company Equipment to Customer's location and thereafter within thirty (30) days of request. If Customer fails to obtain or maintain such insurance, Company will have the right, but not the obligation, to obtain insurance in such forms and amounts as Company deems reasonable to protect Company's interests, and the expense for said insurance shall be paid by Customer on demand by Company. Company will discontinue such insurance (and refund to Customer any premiums refunded to Company) when Customer provides satisfactory evidence of the insurance required hereunder. For any Customer Equipment located at any Company location, Customer shall maintain special form insurance against loss, theft, or damage, in an amount not less than such Customer Equipment's new replacement value. Customer shall bear all risk of loss to Customer Equipment at any Company location.

**1.31 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.

**1.32 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 to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict,

then the Applicable Tariff shall control.

**1.33 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.

**1.34 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 via electronic means or 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 thirty (30) days 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.

**1.35 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.

**1.36 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 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

**1.37 EXCLUDED SERVICES.** Company provides only those Services specified in an Order. During any disruption of Services, Company's investigation and response is limited to restoring only those Services being provided by Company. Company is not responsible for preserving forensic artifacts in the course of such investigation and response, and Company expressly disclaims all related liability. Company does not provide or perform (a) identification, collection, examination, and analysis of data for purposes other than restoration of Services ("Digital Forensic Services") or (b) containment and recovery from an incident outside of the work necessary to restore Services ("Incident Response Services"). As such, and notwithstanding anything to the contrary, Digital Forensic Services and Incident Response Services are specifically excluded from all Services purchased by Customer

**1.38 MULTIFACTOR AUTHENTICATION.** Multifactor authentication is required for any service in which

Customer will leverage remote access. Customer will be liable for any breach or intrusion into Customer's system or environment that occurs as a result of Customer not having the required multifactor authentication in place and adopted by all system users. Any mitigation work provided by Company to assist Customer with breaches or intrusions that occur as a result of Customer's failure to implement the required multifactor authentication will be billed to Customer by Company at Company's standard time and materials rates.

## **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, DEFEND, INDEMNIFY, AND HOLD HARMLESS 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 TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING OR INABILITY OF CUSTOMER, CUSTOMER PARTIES OR ANY THIRD PERSON OR PARTY OR 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, 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 require 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. Company will not provide services that are incompatible with Company's VoIP Service. 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. Upon termination of service, Customer must return leased Equipment in compliance with Section 1.22(c).

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 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) to resolve 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, in the event of a casualty event or cyberattack, Company does not guarantee the recoverability of any Customer data that is lost for any reason. 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.** 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 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 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. Company will provide information or assistance within seventy-two (72) hours of Customer's request.

**4.4 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' 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' 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 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 and Other Software Services, 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>.

**5.2 RIGHT TO MONITOR/AUDIT CLOUD SERVICES.** In addition to Company's right to audit Customer's usage under 1.2(e) of this Agreement, Company may audit or monitor Customer's access to applicable services or environment for consistency under this Agreement and under the Software Resale Service Agreement. As a result of any such audit, if services that pose a financial liability to Company are identified as utilized by Customer but not invoiced to Customer, Company reserves the right to invoice Customer for previously unbilled services up to one (1) year from the audit.

## **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.

**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.

**6.10 LIMITATION OF LIABILITY.** 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 AND CUSTOMER AGREES TO INDEMNIFY COMPANY FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM CUSTOMER'S NEGLIGENCE. 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. In any contract by Customer for resale of Products, Customer will effectively disclaim, as against Company, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of Products, and will exclude, as against Company, any liability for any punitive, special, incidental or consequential damages.

## **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.
- 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.
- Delays due to material or labor shortages
- Delays due to Customer readiness

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, or unless Customer purchases another Service from Company for a new location that is of the same or greater total contract value consistent with Section 1.2 (f).
- 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.

**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 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; and (c) Block Billing. Where Professional Services are provided on a block billing basis, Company shall invoice Customer upfront for a fixed block of hours at an hourly rate based on the pre-set block of hours selected by Customer in the Block Rate Agreement. Unused time expires 18 months from purchase.

END OF MASTER TERMS AND CONDITIONS