

**CITY OF SPANISH FORT
CITY COUNCIL MEETING
AGENDA**

Regular Meeting
January 21, 2025
Spanish Fort Community Center
6:00 p.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF THE MINUTES OF THE PREVIOUS MEETINGS

Work Session January 6, 2025
Regular Meeting January 6, 2025

- VI. REPORTS OF COMMITTEES AND OFFICERS
- VII. PUBLIC PARTICIPATION
- VIII. ANNOUNCEMENTS

“Tidy the City” will be held January 31 through February 3, 2025, at Spirit Park, located on Emily Francis Lane directly across from the Spanish Fort Community Center. This event provides an opportunity for Spanish Fort residents to "Tidy the City" by cleaning out accumulated items and clutter from around the house. Dumpsters will be placed in the gravel parking area at Spirit Park for the collection of unwanted items. Items must be placed inside the dumpsters and not in the surrounding area. Items not accepted include household garbage, tires, electronic items and hazardous chemicals.

- IX. OLD BUSINESS
- X. NEW BUSINESS

Proclamation Proclaiming Human Trafficking Awareness and Prevention Month in the City of Spanish Fort

Swearing in of City Prosecutor

Ordinance No. 695-2024-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort, Alabama

Ordinance No. 696-2025-----An Ordinance Amending Ordinance No. 51-96 of the City of Spanish Fort Changing the Zoning Classification of Certain Property Located at 10284 US Highway 31, Spanish Fort, Alabama, from R-1 to B-1

Resolution No. 1475-2025----A Resolution Authorizing the Mayor to Enter into an Agreement with The Haven, Inc.

Resolution No. 1476-2025----A Resolution Awarding the Bid for the Spanish Fort Community Center Parking Lot Paving Project

Resolution No. 1477-2025----A Resolution Awarding the Bid for the VOIP Telephone System for the City of Spanish Fort

Resolution No. 1478-2025----A Resolution Awarding the Bid for the Spanish Fort Town Center Pickleball Complex

Resolution No. 1479-2025----A Resolution Authorizing the Mayor of the City of Spanish Fort, Alabama, to Enter into an Agreement for the Acquisition of Certain Real Property Located within the Corporate Limits of the City of Spanish Fort

XI. ADJOURN TO NEXT MEETING
Work Session and Regular Meeting, January 21, 2025

**Spanish Fort City Council
Minutes, Regular Meeting, January 6, 2025**

CALL TO ORDER

The City Council of the City of Spanish Fort, Alabama, met Monday, January 6, 2025, at 6:00 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

ROLL CALL

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the meeting proceeded.

INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney David Conner led the invocation and Pledge of Allegiance.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

The minutes of the Meeting and Work Session of December 16, 2024, were distributed to each member, and Mayor McMillan called for any corrections. No corrections being offered, Mayor McMillan declared the minutes approved as written.

REPORTS OF COMMITTEES AND OFFICERS

Fire Chief Roger Few reported that Christmas tree recycling is available at the Spanish Fort Fire Station Number 1.

Councilmember Curt Smith reported that the Planning Commission at its December meeting approved an application for a subdivision for a lot just west of Publix at the Eastern Shore Centre.

Councilmember Gustafson reported that the Junior City Council has planned for Senator Chris Elliot to speak to the Junior City Council on January 27, 2025, and are working with Representative Matt Simpson and Senator Vivian Figures to visit the Junior City Council to speak on their experiences in the Alabama Legislature. Also, the Junior City Council is planning the annual Jimmy Faulkner Drive cleanup for March 22, 2025, and is also working with University Hospital and the Library to assist in presenting a Safety Day for the City.

Mayor McMillan thanked City staff for their hard work on decorating the City for the Christmas holidays and for the organization and operation of City Christmas events.

PUBLIC PARTICIPATION

Kara Stallman of 20 Soldiers Route, Spanish Fort, Alabama, spoke to compliment the City on the work being done and services provided, including Waste Pro trash service, police response to complaints and the installation of stop signs on Spanish Main.

ANNOUNCEMENTS

The City of Spanish Fort and the Spanish Fort Public Library will be closed on Monday, January 20, 2025, to commemorate the Martin Luther King Junior Holiday. The City Council work session and meeting scheduled for Monday, January 20, 2025, will be held on Tuesday, January 21, 2025, with the work session beginning at 4:00 p.m. and the City Council meeting following at 6:00 p.m.

OLD BUSINESS

There was none.

NEW BUSINESS

Promotion Ceremony for Fire Department Personnel

Mayor McMillan called upon Fire Chief Roger Few to conduct promotion ceremonies for Fire Department personnel. James Beck, Tyler Knight and William Taylor were promoted to Apparatus Operator I. Zach Maholovich was promoted to Lieutenant.

Ordinance No. 693-2025

Mayor McMillan presented Ordinance No. 693-2025, an ordinance authorizing the Mayor to enter into an Intergovernmental Services Agreement with the Baldwin County Commission for the use of County-owned voting machines and the services of the County voting machine custodian and employees for Municipal Elections. David Conner informed the Council that he has a conflict of interest on this item and explained the proposed. Discussion followed.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Ordinance No. 693-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Ordinance No. 694-2025

Mayor McMillan presented Ordinance No. 694-2025, an ordinance exempting certain “Covered Items” from the municipal sales and use tax during the last full weekend of February 2025, as authorized by Act No. 2012-256, as amended, generally referred to as the Alabama Severe Weather Preparedness Sales Tax Holiday Legislation. David Conner explained the proposed ordinance. Discussion followed.

A motion was made by Councilmember Smith and seconded by Councilmember Brabner to suspend the rules for immediate consideration of Ordinance No. 694-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the motion carried, and the rules were suspended to allow for immediate consideration of the Ordinance.

A motion was made by Councilmember Brabner and seconded by Councilmember Gustafson to adopt Ordinance No. 694-2025. Discussion followed. Mayor McMillan called for a polling of votes. Voting “aye” were Councilmembers Curt Smith, Gustafson, Perry, Winn, Brabner and Mayor McMillan. Voting “nay” were none. Mayor McMillan declared the Ordinance adopted.

Resolution No. 1475-2024

Mayor McMillan presented Resolution No. 1475-2025, a resolution authorizing the Mayor to enter into an agreement with The Haven, Inc. Discussion followed.

ADJOURNMENT

There being no further business before the Council, the meeting adjourned at 6:15 p.m.

Approved this ____ day of January, 2025.

Rebecca A. Gaines
City Clerk.

Spanish Fort City Council

Minutes, Work Session, Monday, January 6, 2025

The City Council of the City of Spanish Fort, Alabama, met January 6, 2025, at 4:55 p.m., at the Spanish Fort Community Center, that being the scheduled date, time and place of such meeting.

The following Councilmembers were present: Curt Smith, Carl Gustafson, Shane Perry, Stephen Winn, Mary Brabner and Mayor McMillan. A quorum being present, the work session proceeded.

The Council discussed general municipal business.

There being no further business before the Council, the work session adjourned at 5:58 p.m.

Approved this _____ day of January, 2025.

Rebecca A. Gaines, CMC
City Clerk

ORDINANCE NO. 695-2025

**AN ORDINANCE AMENDING ORDINANCE NO. 51-96
OF THE CITY OF SPANISH FORT, ALABAMA**

WHEREAS, it has been determined that the Zoning Ordinance should be amended in order to add regulations related to Storage Shed Sales and Display of Storage Sheds; and

WHEREAS, the Planning Commission of the City of Spanish Fort held a public hearing on _____, 2025, and the City Council of the City of Spanish Fort held a meeting on _____, 2025, for the purpose of receiving public comments on proposed amendments to Ordinance No. 51-96, as amended, the Zoning Ordinance of the City of Spanish Fort; and

WHEREAS, the City Council has determined that said Zoning Ordinance should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Ordinance No. 51-96, as amended, is hereby amended by adding Section 7.13 RESTRICTIONS ON STORAGE SHED SALES AND DISPLAY OF STORAGE SHEDS which reads as follows:

7.13 RESTRICTIONS ON STORAGE SHED SALES AND DISPLAY OF STORAGE SHEDS.

7.1301 Operation Restrictions on Storage Shed Sales and Display of Storage Sheds.

- a. A maximum of eight (8) storage sheds or model sheds for sale or display shall be allowed on a property which meets the minimum lot area of 21,780 square feet. For property or parcels larger than 21,780 square feet in lot area, one (1) additional storage shed or model shed for sale or display may be allowed for each additional 2,722.50 square feet of lot area, for a maximum of sixteen (16) storage sheds or model sheds for each property or business. No additional property, adjacent property or contiguous property may be used or added to increase the number of storage sheds or model sheds allowed on a property or utilized by a business, including any related or affiliated businesses or entities, to increase or exceed the maximum number of sixteen (16) storage sheds or model sheds allowed.
- b. The storage sheds or model sheds shall not be used for storage at the sales facility and shall not be used or occupied as a sales office or for any other purpose.
- c. Adequate space and improvements shall be made to the property in order to allow for onsite loading and unloading of the storage sheds, and delivery trucks and equipment to load and unload the storage sheds shall not be allowed to park on a public right-of-way to load or unload the storage sheds.
- d. No facility for the sale and display of storage sheds shall be located in a flood zone or other areas prohibited by the City.
- e. Storage sheds shall not be manufactured, built or assembled on the property, but shall be delivered to the site for sale and display as a finished product.

7.1302 Site Requirements. A facility for storage shed sales and display of storage sheds only shall have a minimum frontage on the primary street of 120 feet and a minimum lot area of 21,780 square feet. All buildings and storage sheds on display shall be setback 40 feet from all street right-of-way lines. Retail stores, hardware stores, home improvement stores or other facilities which offer storage sheds for sale or display model sheds shall meet all requirements of this Ordinance, must have sufficient unused lot area to meet the minimum lot size requirements set forth in this Section for such sales or display, and must have a minimum of five (5) acres of property for each such sales facility offering the storage sheds for sale or displaying model sheds, unless otherwise approved by the Planning Commission.

7.1303 Access to Site. Vehicular entrances or exits at a facility for storage shed sales and display of storage sheds:

- 7.13031** Shall not be provided with more than two curb cuts for the first 120 feet of street frontage or fraction thereof.
- 7.13032** Shall contain an access width along the curb line of the street of not more than forty (40) feet as measured parallel to the street at its narrowest point and shall not be located closer than ten (10) feet to the adjoining property.
- 7.13033** Shall not have any two driveways, or curb cuts, any closer than twenty (20) feet at both the right-of-way line and the curb or edge of the pavement along a single street.

7.1304 Other Site Improvements. In addition to the above requirements, the following additional site improvements shall be adhered to:

- 7.13041** A solid fence or wall not less than six (6) feet nor more than eight (8) feet in height shall be erected along all adjacent property lines facing any adjacent residential lot.
- 7.13042** Exterior lighting shall be arranged so that it is deflected away from adjacent properties.
- 7.13043** Signs, whether permanent or temporary, shall not be placed within any public right-of-way within the corporate limits of the City of Spanish Fort. Signs permitted for display shall be arranged so that they do not obstruct visibility for drivers or pedestrians.
- 7. 13044** All driving, parking, storage, and service areas shall be paved and a good stand of grass shall be maintained on the remainder of the lot, subject to all landscaping and tree protection requirements, unless otherwise approved by the Planning Commission.

SECTION 2. Section 6.4, Table of Permitted Uses and Conditions, of Ordinance No. 51-96, as amended, is hereby amended by adding the provisions contained in the attached Exhibit A which is incorporated herein by reference.

SECTION 3. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. If any part, section or subdivision of this Ordinance shall be held unconstitutional invalid for any reason, such holding should not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this _____ day of _____, 2025.

Michael M. McMillan
Mayor

Rebecca A. Gaines, CMC
-City Clerk

EXHIBIT ‘A’
6.4 - TABLE OF PERMITTED USES AND CONDITIONS

	R-1	R-2	R-3A	R-3B	R-3C	R-3D	R-4	B-1	B-2	B-3	B-4	B-5	M-1	T-1	C-1
Storage Shed Sales and Display of Storage Sheds and/or Models, which shall be in compliance with special provisions Section 7.13										P	P		R		

R = BY RIGHT; P = PLANNING COMMISSION APPROVAL; S = SPECIAL EXCEPTION; PC = PLANNING COMMISSION + CITY COUNCIL APPROVAL

ORDINANCE NO. 696-2025

AN ORDINANCE AMENDING ORDINANCE NO. 51-96 OF THE CITY OF SPANISH FORT CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 10284 US HIGHWAY 31, SPANISH FORT, ALABAMA, FROM R-1 TO B-1

WHEREAS, the owner of the property made the subject of this change in zoning classification has requested that the zoning classification on the property be changed from R-1 to B-1; and

WHEREAS, the Planning Commission of the City of Spanish Fort, Alabama, held a meeting on Monday, January 13, 2025, and the City Council of the City of Spanish Fort held a meeting on _____, for the purpose of receiving public comments on the proposed change in zoning classification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. Change in Zoning Classification.

Ordinance No. 51-96, as amended, of the City of Spanish Fort, Alabama, is hereby amended by changing the zoning classification of certain property located at 10284 US Highway 31, bearing tax parcel number 05-32-07-26-0-000-018.000, and being more particularly described in Exhibit 1 which is attached hereto and made a part of this Ordinance as though set forth fully herein, from R-1, Single Family Low Density Residential District, to B-1, Professional Business District. A map of the subject property is attached as Exhibit 2.

SECTION 2. Change in Zoning Map.

The official zoning map for the City of Spanish Fort is hereby amended, changed or altered to reflect the change in zoning classification from R-1, Single Family Low Density Residential District, to B-1, Professional Business District, on the above referenced property.

SECTION 3. Repealer Clause.

Any ordinance heretofore adopted by the City Council of the City of Spanish Fort, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict. Except as expressly amended herein, all terms and provisions contained in Ordinance No. 51-96, as amended, shall remain in full force and effect.

SECTION 4. Severability Clause.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 5. Effective Date.

This Ordinance shall become effective upon its adoption or as otherwise required by state law.

ADOPTED and APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

EXHIBIT "1" TO ORDINANCE NO. 696-2025

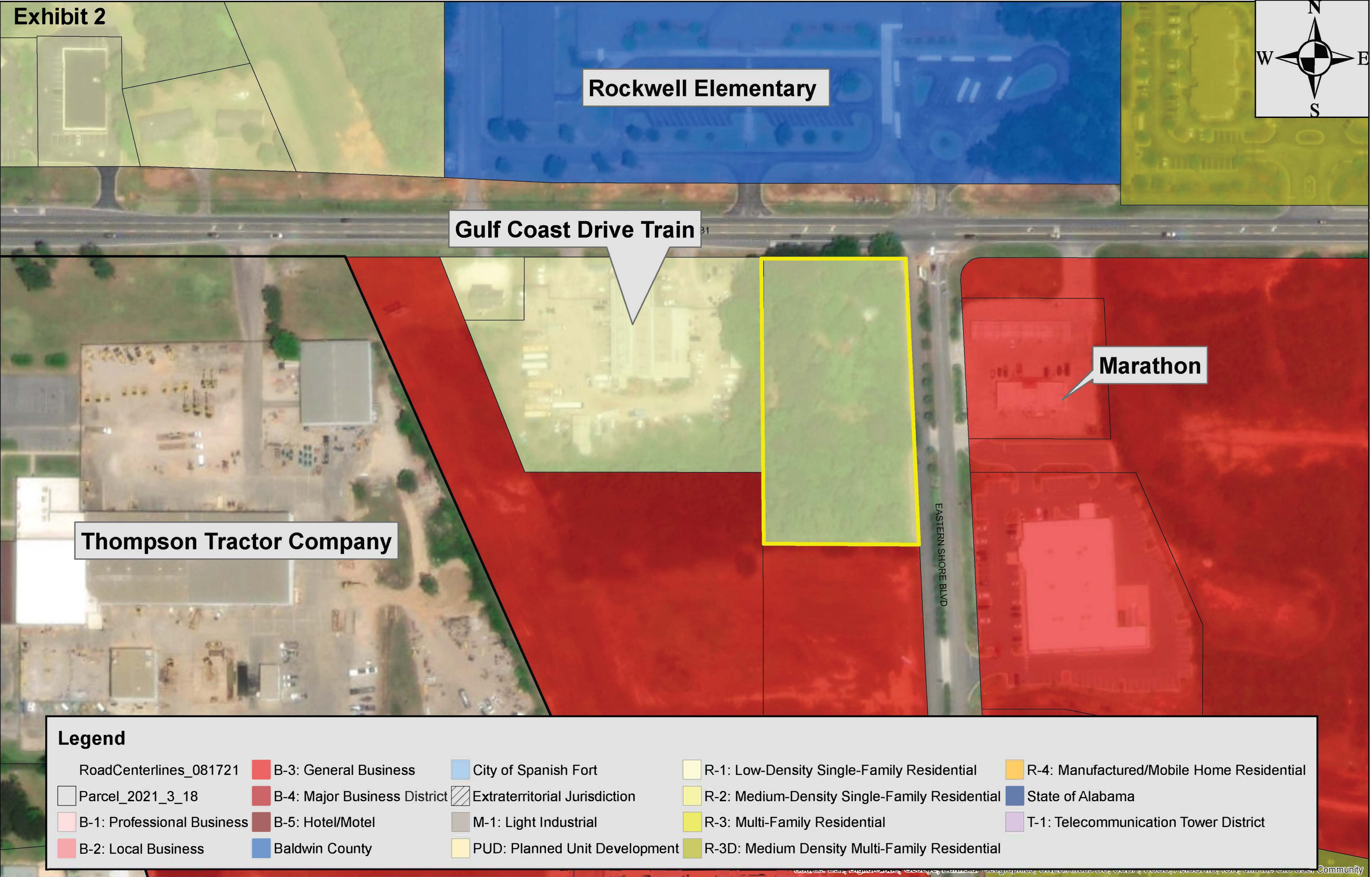
LEGAL DESCRIPTION:

Beginning at a point where the South line of the paved highway known as U.S. Highway 31 intersects with the West line of the Northeast Quarter of the Northwest Quarter of Section 26, Township 4 South, Range 2 East, Baldwin County, Alabama; run thence South 140 yards to a point on the West line of said Northeast Quarter of the Northwest Quarter; thence East and parallel with the North line of said section, 70 yards to a point; thence North 140 yards, more or less, to a point on the South line of said highway; thence West 70 yards, more or less, to the POINT OF BEGINNING.

LESS AND EXCEPT:

A part of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 4 South Range 2 East, identified as Tract No, 91 on Project No. EB-0003(521) in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1: Commencing at a found concrete R/W monument on the present south R/W line of US Highway 31 and is shown on the R/W map of Project No. EB-0003(521) right of centerline of project at Station 225+38.05; thence in an easterly direction along the said present r/w line a distance of 1200 feet, more or less, to a point on the said present R/W line (said point also on the acquired R/W line (said point tie to present at offset 61.93' RT and perpendicular to centerline of project at Station 237+37.39)) and the Point of Beginning of the property herein to be conveyed; thence S 89°52'16" E and along said present R/W line a distance of 15.00 feet to a point on the grantor's east property line; thence S 03°11'00" E and along the grantor's said property line a distance of 15.00 feet to a point on the acquired R/W line (said point tie to present at offset 76.86' RT and perpendicular to centerline of project at station 237+53.30); thence N 46°31'38" W and along the acquired R/W line a distance of 21.82 feet to the POINT AND PLACE OF BEGINNING,



RESOLUTION NO. 1475-2025

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE HAVEN, INC.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH
FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council hereby authorizes the Mayor to enter into an agreement with the Haven, Inc. for assistance with the care and adoption of stray animals held at the Spanish Fort dog holding facility. A copy of the proposal for the proposed work is attached hereto as Exhibit 1, subject to changes approved by the Mayor.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of December, 2024.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

Exhibit 1 to Resolution No. 1475-2024

AGREEMENT FOR DOG ASSESSMENT AND PLACEMENT SERVICES

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2024, by and between: THE HAVEN, INC. ("The Haven"), an Alabama non-profit corporation and THE CITY OF SPANISH FORT, ALABAMA ("City"), an Alabama municipal corporation

WITNESSETH:

WHEREAS, the City desires to contract for live-outcome programs for City unclaimed dogs within its municipal limits; and

WHEREAS, The Haven, established in 2000 by Dr. Teresa Marshall, DVM, is a 501(c)(3) nonprofit, no-kill animal shelter located in Fairhope, Alabama, with more than twenty (24) years of experience in animal welfare and sheltering; and

WHEREAS, The Haven has demonstrated expertise in municipal shelter operations through its successful public-private partnership with the City of Fairhope, where it has effectively managed and operated the municipal animal shelter since 2000; and

WHEREAS, The Haven possesses unique qualifications including:

- a) More than two decades of experience in animal evaluation, care, and placement;
- b) Established protocols for municipal shelter operations;
- c) Proven success in implementing life-saving programs;
- d) Expertise in public-private partnerships for animal services; and
- e) A comprehensive network of rescue partners and adoption resources; and

WHEREAS, The Haven has obtained and currently holds all licenses, permits, certifications, or other authorization required by federal, state and local laws or regulations to engage in such business; and

WHEREAS, The Haven has demonstrated capability in providing similar services to other municipalities within Baldwin County, maintaining high standards of quality service and operational transparency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

The Haven shall provide the following services to the City:

- a) Conduct behavioral evaluations on dogs whose mandatory seven day stray hold time has expired.
- b) Work with the City to determine the dogs Asilomar Accords definition upon intake and outcome.
- c) Accept unclaimed dogs from City who are deemed adoptable and have one of the following Asilomar Accords definitions assigned to upon outcome: Healthy, Treatable-Rehabilitatable, and Treatable-Manageable.
- d) In accordance with the terms of this agreement, accept dogs into the Haven's Foster Program to facilitate animal adoptions.
- e) Maintain accurate records of all animals received and their disposition

The City shall provide the following to The Haven:

- a) City is authorized to enter into this Contract and City of Spanish Fort hereby grants access and authority to The Haven to utilize a designated portion of the Dog Holding Kennel and dog outdoor exercise area located at 30739 Ember Ln., Spanish Fort, Alabama, 36527, for the purpose of providing service pursuant to this Agreement to the City.

2. TERM

This Agreement shall be for a term of one (1) year beginning _____, 2024, and ending _____, 2025, unless terminated earlier as provided herein.

3. COMPENSATION

If a dog transfer is authorized by the Mayor or his or her designated representative, The City agrees to pay The Haven for services rendered as follows:

a) Fee Structure for Dog Transfers

1. Healthy Dog Transfer Fee: \$50

Definition: The term “healthy” means and includes all dogs eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and the dog has manifested no sign of disease, injury, a congenital or hereditary condition that adversely affects the health of the animal or is likely to adversely affect the animal’s health in the future, as determined by the Haven.

Eligibility Criteria:

- Already spayed/neutered
- Heartworm negative
- Age: 8 weeks to 6 years
- Only requires:
 - Basic vaccines
 - Deworming
 - Flea/tick/heartworm preventative

2. Treatable-Rehabilitatable Dog Transfer Fee: \$200

Definition: Dogs who are not currently "healthy" but are likely to become healthy with reasonable care and treatment, as determined by the Haven.

Examples include dogs requiring:

- Spay/neuter surgery
- Heartworm treatment
- Minor medical procedures
- Basic behavioral modification
- Treatment for common infections or conditions
- Recovery from injury or illness

3. Treatable-Manageable Dog Transfer Fee: \$300

Definition: Dogs who may not achieve full health but can maintain good quality of life with ongoing care, as determined by the Haven.

Examples include dogs with:

- Chronic but manageable conditions
- Special dietary needs
- Ongoing medication requirements
- Long-term behavioral management needs
- Mobility issues
- Age-related conditions (senior dogs)

4. Non-Transferable: Unhealthy/Untreatable

The Haven does not transfer dogs in this category, as determined by the Haven, which includes:

- Dogs with severe behavioral issues posing safety risks
- Terminal conditions with poor prognosis
- Severe medical conditions beyond reasonable treatment
- Puppies under 8 weeks unlikely to survive
- Conditions causing significant suffering

Additional Notes:

1. Fees cover basic costs associated with initial care and assessment
2. Transfer fees may be adjusted if approved by the Mayor, or his or her designee, prior to the transfer, based on:
3.
 - Available medical history
 - Special circumstances or agreements
4. All transfers include:
 - Available medical records in its possession
 - Behavioral assessment results
 - Known history
 - Transfer documentation
5. Payment terms:
 - Invoice available for approved rescue partners
 - Bulk transfer rates may be negotiated
 - Payments shall be made monthly within twenty (20) days of receipt of invoice

4. THE HAVEN'S OBLIGATIONS

The Haven shall:

- a) Maintain proper licensing and permits
- b) Comply with all applicable laws and regulations
- c) Maintain adequate insurance coverage
- d) Provide monthly reports of services rendered
- e) Maintain proper facilities and trained staff

5. CITY'S OBLIGATIONS

The City shall:

- a) Provide timely payment for services
- b) Provide all records on the animals in its possession to The Haven
- c) Maintain communication regarding animal needs
- d) Support public awareness of animal control services

6. INSURANCE

- a) **Commercial General Liability.** The Haven shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an annual aggregate of \$2,000,000 for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by The Haven's breach of policy provisions. City will maintain commercial general liability insurance covering the portion of the dog holding kennels occupied by the City.

- b) Workers' Compensation Insurance. The Haven shall comply with the Alabama Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Haven shall provide City with such assurances as City may require from time to time that The Haven is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.
- c) Professional Liability. The Haven shall maintain a professional liability insurance policy with coverage limits of not less than \$1,000,000 to protect The Haven from claims for professional acts, errors or omissions arising from the Services.

7. RELATIONSHIP OF PARTIES

- a) Whether The Haven is a corporation, partnership, legal entity or an individual, The Haven's relationship to City is that of an independent contractor. The manner in which the Services are performed shall be controlled by The Haven. The Haven is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.

8. INDEMNIFICATION

- a) The Haven shall indemnify, defend and hold the City, its officers, agents and employees harmless from and against any and all claims, actions, liabilities, costs, including costs of defense arising out of or in any way related to The Haven's breach of this Contract, or The Haven's negligence in performance of the Services, or other actions or failure to act by The Haven or the Haven's employees, agents, officers and contractors. In the event any such action or claim is brought against the City, The Haven shall, upon the City's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Haven jointly, and reimburse the City for any loss, cost, damage or expense (including legal fees) suffered or incurred by the City.

9. TERMINATION

- a) Either party may terminate this Agreement with or without cause, by giving 90 days written notice to the other party. Upon termination, The Haven shall be compensated for services rendered through the effective date of termination. The City reserves the right to suspend services under the Contract if deemed necessary in its discretion.
- b) Obligations on Termination. Upon termination of the Contract for any reason, The Haven shall promptly and peaceably remove itself, its officers and employees from the location in which the Services have been performed. The Haven shall leave City's property and equipment in good condition and repair and in good working order, reasonable wear and tear excepted. If The Haven fails to remove its property, City may, at The Haven's sole expense, remove the same to a public warehouse for storage or retain the same in its own possession. If such property is not claimed by The Haven within 10 days after the termination date, City may sell the same at public auction, the proceeds to be applied first to the expenses of removal, storage and sale, then to any sums owed by The Haven to City, with any balance remaining to be paid to The Haven. If the expenses of removal, storage and sale exceed the proceeds of sale, The Haven shall promptly pay such excess to City upon demand.

10. COMPLIANCE WITH LAWS

- a) The Haven shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services.

11. NOTICES

All notices shall be in writing and sent to:

For The Haven:
Michael Graham, Executive Director, The Haven
Physical Address: The Haven, Inc. Mailing Address: P.O. Box 1063
 559 South Section Street Fairhope, AL, 36533
 Fairhope, AL 36532

For the City:
Michael M. McMillan
Mayor
City of Spanish Fort
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

12. GOVERNING LAW
This Agreement shall be governed by the laws of the State of Alabama.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE HAVEN, INC.

By: _____
 Michael Graham
 Executive Director

CITY OF SPANISH FORT, ALABAMA

By: _____
 Michael M. McMillan
 Mayor

ATTEST:

City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Michael M. McMillan and Rebecca a Gaines, whose names are signed to the foregoing instrument on behalf of the City of Spanish Fort, Alabama, a municipal corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and seal this ____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that Michael Graham, whose name as Executive Director, of The Haven, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this ____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

RESOLUTION NO. 1476-2025

A RESOLUTION AWARDING THE BID FOR THE SPANISH FORT COMMUNITY CENTER PARKING LOT PAVING PROJECT

WHEREAS, the Mayor and City Council have determined that the lowest responsible and responsive bid submitted for the Spanish Fort Community Center Parking Lot Paving project was submitted by Asphalt Services, Inc; and

WHEREAS, the City Council desires to award the bid for the Spanish Fort Community Center Parking Lot Paving project to Asphalt Services, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The City Council awards the bid to Asphalt Services, Inc., for the Spanish Fort Community Center Parking Lot Paving project in accordance with the bid dated January 8, 2025, with a base bid amount of \$179,933.75, subject to the alternate set forth below.

SECTION 2. The City Council accepts Alternate No. 1 of said bid. Based on the foregoing, the base bid amount of \$179,933.75 is hereby adjusted by adding the amount of \$27,980.00 to the base bid amount for Alternate No. 1. As a result, the total amount of the bid awarded under this Resolution is \$207,913.75. The Mayor is authorized to execute a contract with Waverly Construction of Alabama, L.L.C., subject to any changes deemed necessary by the Mayor.

SECTION 3. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, **2025.**

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk

RESOLUTION NO. 1477-2025

**A RESOLUTION AWARDING THE BID FOR THE VOIP TELEPHONE
SYSTEM FOR THE CITY OF SPANISH FORT**

WHEREAS, the Mayor and City Council have determined that the lowest responsible and responsive bid submitted for the VOIP Telephone System for the City of Spanish Fort was submitted by C Spire Business; and

WHEREAS, the City Council desires to award the bid for the VOIP Telephone System for the City of Spanish Fort to TekLinks, Inc. d/b/a C Spire Business.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:**

SECTION 1. The City Council awards the bid to TekLinks, Inc. d/b/a C Spire Business, for the VOIP Telephone System for the City of Spanish Fort in accordance with the bid dated November 26, 2024, which is attached as Exhibit 1.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



VoIP Phone System

City of Spanish Fort, AL

Responding to
Request for Bid
November 26, 2024

C Spire Business Contact
Michelle Fields
C Spire Commercial Account Manager
107 Saint Francis St, Suite 2500 | Mobile, AL 36602
251.447.3528
mfields@cspire.com



November 26, 2024

City of Spanish Fort
Office of the City Clerk
Attention: Rebecca A. Gaines
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

Dear Rebecca,

We invite the **City of Spanish Fort** to join C Spire's network of business partners — leading companies who trust our team of engineers to help them stay ahead of every IT challenge. C Spire recently received Cisco's WebEx Managed Service Award — Global 2023, Cisco Americas Central Area Award for Innovation Partner of the Year 2023, and Cisco Americas Central Area Award for Service Provider of the Year 2023. We're ready to earn your business and help you leverage our expertise and experience for your organization.

The C Spire team serves customers primarily in the Public Sector, Healthcare, and Financial Services sectors with over 1,200 billed accounts in state and local government, as well as education entities throughout the Southeast. We are a proven leader in enterprise technology solutions with direct experience in the public sector.

We work tirelessly to meet rigorous standards set by IT giants such as Cisco, Dell Technologies, Microsoft, and Citrix to earn their top certifications. That means you get the benefit of our expertise, partner-level discounts, and our team of highly specialized engineers. C Spire is known as the premier provider of business technology services.

Our proposal fully meets your critical requirements with the advanced technology you need and dedicated, in-region support you deserve, making C Spire the sound choice for your organization.

As the Southeast's premier IT managed service provider, we connect you with customer support available 24/7, 365 days a year, from our team in your community and our call-center support in Ridgeland, Mississippi, Birmingham and Mobile, Alabama.

We look forward to working with you and providing your organization with the best technology experience.

Sincerely,

A handwritten signature in black ink that reads "Michelle Fields". The signature is fluid and cursive, with the first name "Michelle" and last name "Fields" clearly distinguishable.

Michelle Fields
C Spire Commercial Account Manager
107 Saint Francis St, Suite 2500 | Mobile, AL 36602
251.447.3528
mfields@cspire.com

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Response to the RFP

C Spire Business responses in blue

CITY OF SPANISH FORT, ALABAMA REQUEST FOR BIDS FOR VOIP TELEPHONE SYSTEM

I. PURPOSE OF REQUEST

The City of Spanish Fort (the "City") is soliciting bids for a comprehensive city-wide VoIP Phone System that delivers a manageable, secure, reliable, and scalable system to replace the City's existing telephone system. The City prefers a cloud hosted VoIP Phone System that must meet or exceed the City's security requirements and communication needs. The City intends to award a contract with a three-year term.

The City will review submitted bids in accordance with the evaluation criteria set forth herein. Prior to selection of a Company, the City may engage in discussions with responsible submitters.

II. BID AND SUBMISSION REQUIREMENTS

1. Submittal of Bids: Three (3) copies of the bids and any executed forms must be submitted and signed by an authorized representative of the Company. All bids must be submitted in sealed envelopes that are clearly marked with the following title: **2024- VoIP Phone System**. Bids must be delivered in person or by mail, no later than **2:00 P.M. on November 26, 2024**, to the following address:

IN PERSON:

City of Spanish Fort
Office of the City Clerk
Attention: Rebecca A. Gaines
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

BY MAIL:

City of Spanish Fort
Office of the City Clerk
Attention: Rebecca A. Gaines
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

2. Electronic Transmittal of Bids Is Not Acceptable: Bid submittals delivered by fax, electronic mail, or other electronic transmittal methods will NOT be accepted as qualified bids.
3. Late Bids Are Not Acceptable: Late bids will not be opened nor accepted as qualified bids.
4. Inquiries: All technical questions regarding this bid should be submitted by email to Lance Alexander, Computer Backup, Inc., chairman07@gulftel.com. All general questions on the process of the submittal of the bid should be addressed to Rebecca A. Gaines, cityclerk@spanishfortal.gov.
5. Preparation of Bid: Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of the bid. The emphasis in each bid must be on completeness and clarity of the content. In order to expedite the evaluation of bids, bidders should follow the format and instructions contained herein. If the bidder wishes, the bid may be accompanied with brochures, promotional materials, or displays properly identified.
6. Bidder's Presentation: If deemed necessary, the City may invite selected Companies to meet with the evaluation team.

Acknowledged

III. SCOPE OF SERVICES

The City of Spanish Fort wishes to contract with a company that will serve under the direction of the City of Spanish Fort's information technology contractor, Computer Backup, Inc., to provide and install a VoIP telephone solution based on the technical requirements contained within this document. The vendor will provide a VoIP phone system and service to the City, performing routine maintenance and updates to the system, deployment of service to the City, as well as provide a resource to both end users of the systems and management staff to ensure system integrity, reliability, and a strong and reliable VoIP system that is compatible with our current Polycom phones.

Basic Project Deliverables:

- VoIP Phone System (management, secure, reliable, and scalable)
- Network Equipment (if specifically required by vendor)
- IP Phone Services (mandatory/desired functionality)
- Software (if any)
- Training
- Resiliency Options (for critical communications, including continuity-of- governance, during local and/or regional emergency operations activation)
- Existing City phone numbers will be maintained and ported to the new system. The porting process shall occur without interruption of phone service.

The following details the services to be provided to the City:

Required Features:

- Announcements on Hold
- IVR Auto Attendant
- Call History
- Call Park/Retrieve
- Visual Voicemail (Optional)
- Mobile App
- Administrator Web Portal
- User Web Portal
- Shared Call Appearance
- Call Forwarding
- Fax to Email – Email to Fax

City's Security Requirements: All connections over public networks will be encrypted using **HTTPS** (Hyper Text Transfer Protocol Secure) and/or **VPN** (Virtual Private Network) tunnels where appropriate. Phones will automatically join our voice **VLAN** (Virtual Local Area Network) when connected to our network.

City's Project Support Staff: The City will provide a core project team consisting of network administrator, and staff as needed to support the vendor's implementation team during the planning, deployment, and testing of the new system.

Vendor Training Plan: The vendor will provide and facilitate a training plan for the City's core project team. The knowledge transfer strategy should prepare the City's core project team for each phase of the project from planning/implementation to administering/maintaining the system after the system is fully operational. The vendor will provide training materials, including detailed system manuals, end-user training manuals, "Quick Reference" guides, access to online training videos, and any other available options to assist the City's core project team in administering the system and training end-users.

Acknowledged

Resiliency Options: The vendor will need to provide surefire resiliency option(s) that can be built into the proposed system for critical communications, including continuity-of- governance, during local and/or regional emergency operations activation.

Fit/Gap Analysis: The vendor will review all business and technical requirements with the City's core project team in one or more onsite meetings. The vendor will review and confirm all requirements and update the requirements list in writing with any necessary changes to ensure the vendor and the City core project team have a common understanding of all businesses and technical requirements prior to beginning the project.

Service Levels: The City expects the vendor to meet the following service levels for the help desk resolution:

Severity Level	Response Time Standard Hours 8:00 a.m. to 5:00 p.m. CST	Resolution Time
Critical (multiple systems/staff affected; production halted)	One-hour, on site response, if necessary	90% resolved in less than 4 hours
High (Single system/site affected; work stoppage at single site)	Two-hour, on site response, if necessary	90% resolved in less than 8 hours
Normal (Single system affected; performance issue or other noncritical request)	Four-hour response	75% resolved in less than 16 business hours
Low (Minor performance affecting issue; limited scope or affect)	One business day response	75% resolved in less than 1 week

Please see Attachment: Master SLA to see C Spire Incident Response and Incident Resolution goals

Transition/On-Boarding Service: To prevent disruption and ensure the continuity of the City's information technology operations, when a Company is selected, a transition period shall be allowed to orient the incoming Company.

Mandatory Functionality: The proposed system must meet or exceed the following mandatory functionality requirements:

1. **Basic Phone System Functionality** – Call, Redial, Mute, Hold, Transfer, Forwarding, Call History, Caller ID, Conference Calls, Programmable Keys
2. **Remote Management** – Setup and management of an extension and phone functionality from a remote location
3. **Remote Survivability** – EMS line available to each location
4. **Programmable Call Flow** – Management of phones included in ring groups. Call in ring groups will need to be routed to simultaneous and/or sequential ringing queues.
5. **Call Volume Reporting and Statistics** – Management available reports for call volume per group line, number of calls answered by employee, and time spent on calls. Be able to filter these group reports by group line or department.
6. **Voicemail** – Voicemail, Voicemail forwarding to email capability, Voice messaging forwarding, Remote Access to managers
7. **4 Digit Extension Calling** – For internal City calls, the ability to use 4 digit extension numbers
8. **Call Forwarding** – Call forwarding for individual numbers and group lines. Configurable Day/Night and Holiday mode to forward to others
9. **Failover Forwarding** – Failover forwarding will ring additional phones after a call is not answered for a specified time or number of rings
10. **Fax Support** – Existing fax numbers and lines are to be supported in the new system

Acknowledged

Services Not Provided: In the event the proposer does not provide all requested services included in this bid, the bidder will submit as part of its bid additional subcontractors/providers who do provide such services. It is the sole responsibility of the bidder to secure and maintain the relationship with any additional subcontractors/providers. The bidder, at the time of the bid submittal, will identify all secondary subcontractors/providers.

IV. INFORMATION REQUESTED

- A. **Proposed Work Plan** – Please provide a proposed work plan for a migration to your Company as a City of Spanish Fort vendor. Specifically, provide the following information:
1. Key activities
Existing C Spire customer. Migration from Polycom VoIP phones to Cisco/Webex VoIP phones
 2. Timing
45 – 50 days to implement once the order has been placed.
 3. Deliverables
Installation of new Cisco/Webex VoIP phones. Training on the Cisco/Webex VoIP system.
 4. Key milestones, checkpoints, and other decision points
 - **C Spire will confirm customer user information including names, extensions, phone numbers, and email addresses.**
 - **C Spire will discuss call flow with customer. This includes Auto Attendants, Hunt Groups, Call Queues, and other features.**
 - **C Spire will configure the users and call flow in the Webex platform.**
 - **C Spire will schedule an installation date with the customer.**
 - **A C Spire Technician will install the new Cisco/Webex phones. At the same time, C Spire will move the customer's phone numbers from the existing Polycom phones to the Webex platform.**
 - **On installation day, a trainer will be on site to assist the customer.**
 5. Identification of internal resources (e.g., information, data, staff resources, communication) that would be required by the City during the course of migration and on an ongoing basis
 - **Chief decision makers**
 - **IT staff**
 6. Identification of the team that will be assigned to the account and description of the plan to interact with City staff and any third-party providers that may provide services
 - **Account Manager – Michelle Fields**
 - **Project Coordinator – To be assigned**
 - **VoIP Configuration – To be assigned**
 - **Installation Technician – To be assigned**
 - **VoIP Trainer – To be assigned**
- B. **Company Background**
1. Give a brief overview of your Company's involvement in providing VoIP services in the marketplace.
C Spire is a diversified telecommunications and technology services

company that provides world-class, customer-inspired wireless communications, fiber Internet for consumers as well as a full suite of fiber Internet, wireless, IP Voice, data, cloud and managed IT services for businesses and enterprises. C Spire has a strong history of providing Phone and VoIP services. Our solutions provide a smart communications system for customers of any size while cutting down on the cost and management of a traditional PBX. C Spire has implemented thousands of IP phone installations which include upgrading customer equipment.

2. Indicate how long the Company has been in business and in what cities the Company maintains offices.

C Spire was founded in 1988 and today has over 1,800 employees. The C Spire team serves customers primarily in the Public Sector, Healthcare, and Financial Services sectors. We serve over 1,200 billed accounts in state and local government, as well as education entities throughout the southeast. Please see *Attachment: C Spire Locations* for a list of offices in the Southeast.

3. Indicate the number of employees in your Firm and any additional information may include employee's area of expertise and any other relevant information

Approx 1,800.

4. Include how many employees are dedicated to account management and/or technical support and how the helpdesk is operated

Consulting (62)

Installation (45)

Training (3)

Sales (202)

Marketing (40)

Administrative support (4)

Please see *Attachment: Help Desk*

5. Describe your Company's relationships and experience with manufacturers and major distribution partners in the technology marketplace

At C Spire, high standards come standard. You get access to the top technology, expertise and partner-level discounts because we work tirelessly to earn top certifications of leading tech companies like Cisco, Dell, Microsoft, Rubrik and Palo Alto. Partner with us and know your business can always expect the best.

This means our customers get the benefit of our expertise, partner-level discounts, and highly specialized engineers. And because we also specialize in Professional Services and Managed IT, we can easily add management or support to any of your equipment, giving you a one-stop-shop for your IT needs.

STRATEGIC PARTNERS

Cisco | Gold Integrator

Dell Technologies | Platinum Partner

Fortinet | Advanced Integrator

Veeam | Gold Service Provider & Reseller

Microsoft | Gold Partner

6. If the Company is subcontracting any components of the proposed solution to third party organizations, describe the components to be subcontracted and provide details of any agreement in place with subcontractors, as well as a summary of past work that has been successfully completed together
N/A
 7. Provide details of current customer accounts that are similar in scope and requirements to the those of the City of Spanish Fort
Please see Attachment: References
- C. Pricing** – Provide a pricing schedule based on the information included in Appendix A and how this would be applied for additional services or lines
- D. Support**
1. Describe your Company's technical support options, including the assistance request process, escalation process, support hours, response times (for emergency and non-emergency support requests), staffing levels staff expertise, and physical location of the help desk
Please see Attachment: Help Desk
 2. Describe any documentation and training support (e.g. user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end-user perspective
Will provide training materials that include user manuals, quick reference guides, and online tutorials for the VOIP system. Following installation, C Spire will provide detailed, on-site, hands-on training to ensure your end-users derive the greatest possible benefit from your new telephony solution. C Spire trainers will remain available should additional or refresher training be necessary. Post implementation, C Spire Account Manager will ensure the ongoing health of the relationship between the City of Spanish Fort and C Spire.
- E. References** – Provide at least three references (local government, if possible), including client name, contact person, address, phone number, services provided, and the length of time your Company has worked for the entity
Please see Attachment: References

V. BID EVALUATION AND AWARD CRITERIA

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsive, responsible, and qualified bids. Bidders shall include sufficient information to allow the selection committee to thoroughly evaluate and score bids. Each bid submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the lowest and most responsible and responsive Bidder, as determined pursuant to the evaluation criteria listed below:

- i. **Responsiveness/Compliance to the Bid.** The evaluation will consider all materials submitted to determine whether the Company's bid complies with the bid requirements.
- ii. **Project Team, Experience, and Quality of Service.** The evaluation will consider the following:
 1. Knowledge and experience of the Company and the individuals assigned to perform work under the proposed contract.

2. Qualifications, experience, skills, and commitment to perform the work
 3. Company's resources and the quality of the Company's completed projects and the quality of service the Company provided on similar engagements
 4. Company or company representative's history working with, or in, the City and past performance history with the City
- iii. **References.** Relevance and quality of references will be evaluated.
- iv. **Transition/Project Plan.** The quality and scope of the project plan, including milestones, tasks, roles and responsibilities will be evaluated including any new product or service suggestions or other new ideas and enhancements.
- v. **Pricing/Fees.** The proposed fees, compensation, and other quantitative measures will be considered.

Acknowledged

VI. GENERAL CONDITIONS

A. Disqualifications of Bids

1. Bids may be disqualified before the awarding of the contract for any reason including, but not limited to, the following:
 - a. Failure to deliver the bid submittal as required;
 - b. Failure to sign the bid documents;
 - c. Failure to include requested information or others details of the bid;
2. The successful bidder/supplier will be required to submit proof of compliance with the BEASON- HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Code of Alabama, Section 31-13-9. Failure to submit any and all such documents within a reasonable period will constitute grounds for cancellation of the contract at the sole discretion of the City.
3. Bids may be disqualified for any other reason that may be deemed appropriate by City officials.

Acknowledged

B. Contract

The Company chosen to provide telecommunication services will be required to enter into a formal contract with the City. The contract will be based on the specifications, terms, and conditions expressed in this document, the submitted bid, and documented negotiations.

Acknowledged

C. Reservation of Rights

1. The City expressly reserves the right to:
 - a. Waive minor deviations from specifications that do not impair overall evaluation of products and services offered.
 - b. Waive any defect, irregularity, or informality in a bid procedure.
 - c. Reject or cancel any or all bids.
 - d. Reissue the invitation to bid.
 - e. Extend the bid opening time and date.
 - f. Consider and accept alternate bids when advantageous to the City.
2. The City reserves the right to award the bid in any manner that is in the best interest of the City.

Acknowledged

D. Non-Collusion

By signing the Bid, the bidder certifies that:

The contents of their bid have been arrived at independently and without consultation,

communication, or agreement with any other contractor, proposer, or potential bidder.

1. No attempt has been made or will be made to induce any entity or person to refrain from submitting a bid.
2. The bid has been made in good faith and has not been developed or submitted pursuant to any agreement or discussion with, or inducement from, any entity of person who has submitted or is/was known to be submitting a competing bid for these items to the City.
3. If there is any reason for believing that collusion exists among any of the respondents, any and/or all bids may be rejected. Those participating in such collusion may be barred from submitting bids on the same or other work with the City.

Acknowledged

E. Alabama Immigration Law Compliance Requirements (if Applicable)

1. Bidder agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Bidder shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
2. Bidder shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, shall remain enrolled throughout the entire course of its performance hereunder, shall supply to the City a copy of its E-Verify Memorandum of Understanding and such other documentation as City may require to confirm Bidder's enrollment in the E-Verify Program and shall allow the City to inspect its records to confirm such compliance.
3. Bidder agrees that it shall not knowingly allow any of its suppliers, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Bidder receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite, or premises of City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizens Protection Act, as amended. Bidder/Vendor shall require each of its suppliers, or any other parties with whom it has a contract, to act in a similar fashion. If Bidder violates any term of this provision, this Agreement will be subject to immediate termination by the City.
4. To the fullest extent permitted by law, Bidder shall defend, indemnify and hold harmless City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Bidder's failure to fulfill its obligations contained in this paragraph.

Acknowledged

F. Insurance

The successful Bidder shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Spanish Fort. Premiums for all insurance policies required shall be the responsibility of the Bidder. It is the City's intent to be listed as an additional insured with the final Bidder after contract award. Bidder

should submit current insurance coverages with Invitation to Bid submittal. All awarded contractors who provide a labor service on City property must provide a Certificate of Insurance listing the City of Spanish Fort as "Additional Insured" for the City's standard policy limit requirements. Worker's Compensation coverage policy will be required for all projects involving a service provided on City property. The Contractor's insurance policies will be provided at the Contractor's sole expense.

- ❖ Minimum policy limits are as follows:
 - General Liability Aggregate - \$2,000,000 minimum
 - Each Occurrence - \$1,000,000 minimum
 - Automobile Liability - \$1,000,000 minimum
 - Workers Compensation-Statutory amount and coverage as required by state law, Employer's Liability - \$1,000,000 minimum
 - ❖ The following items should be listed in "Description of Operations" section of the certificate:
 - City of Spanish Fort listed as **Additional Insured**
 - **the box next to the term "Certificate Holder" must be marked**
 - Agree to hold City harmless and waive right of subrogation
 - ❖ Description of the applicable project/work performed for insurance coverage clarification
 - **In addition the company name you list on the Certificate must be the same company name on the invoice billed to the City and on the check issued by the City. Listing a D/B/A on the Certificate is acceptable.**
 - Contractor is responsible for any deductible clause in policy.
- Acknowledged

G. Conflict of Interest

No employee, officer, or agent of the City shall have any interest in the award of this contract or the bid. The award of the contract shall be based on the aforementioned qualifications.

Acknowledged

VII. **OTHER REQUIRED SUBMITTAL DOCUMENTS - E-Verify / Immigration Law Compliance**

The City of Spanish Fort, Alabama, is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract and grantees doing business with the City of Spanish Fort and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Spanish Fort, Alabama, awarded incentives or grants, or if you wish to continue to do business with the City of Spanish Fort, Alabama, under a current contract and wish to receive funds from the City of Spanish Fort, Alabama, you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)

2. Proof of enrollment in E-Verify for Immigration Law Compliance:

An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU). To enroll in E-Verify, you must go to the following web site to enroll in E-Verify, which is a federal program that verifies the employment eligibility of all newly hired employees: <https://www.e-verify.gov/>. Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. *You are not required to submit the subcontractor proof to the City of Spanish Fort, Alabama. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.*

These requirements are a condition for doing business with the City of Spanish Fort, Alabama, and for receiving any funds from the City of Spanish Fort, Alabama. ***MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.***

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation with the bid submittal to the City of Spanish Fort, Alabama's address below:

City of Spanish Fort, Alabama
Attention: Rebecca A. Gaines,
City Clerk
7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

Please see Attachment: W-9 and Attachment: E Verify

PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

Part 1 – (Complete if you do not employ one or more employees in Alabama)

State of _____

County of _____

I certify in my capacity as _____ (your position) for

(name of contractor or grantee) that Contractor or Grantee does not employee one or more employees in the State of Alabama. I further certify that should be status change, and I am required to comply, that I will submit all required documentation to the City of Spanish Fort, Alabama. I have read the E-Verify Requirements and swear and affirm that this is true and correct.

Print Name: _____

Authorized Signature

Not applicable. C Spire does employ one or more employees in the State of Alabama. Please see Attachment: E-Verify.

*Quantities are subject to change. Please include in the bid, the additional cost per line.

15

Attachment: Proposed Pricing



Proposal and Sales Terms for: The City of Spanish Fort
TBD

Contact: Rebecca Gaines
Prepared By: Michelle Fields
Date: 11/7/2024
Quote #: Q-494827
Term Length: 36 Months

City Hall: 7361 Spanish Fort Boulevard, Spanish Fort, AL 36527						
Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
Managed Switch	MS120 48 Port Managed POE Switch	1	Add	\$0.00	\$150.00	\$135.00
DID	Main Number Line	0	Disconnect Migration	\$0.00	\$0.00	\$0.00
DID	Main Number Line	1	Add	\$0.00	\$0.00	\$0.00
DID	Reserved 10-Digit Unique Phone Number	0	Disconnect Migration	\$1.50	\$0.00	\$0.00
DID	Reserved 10-Digit Unique Phone Number	5	Add	\$0.00	\$0.00	\$1.50
Analog Line	POTS line to be used for all non-voice devices (e.g., fax machines, credit card machines, elevator phones, dial-up modems, and alarm systems). Non-discountable. Available in: Mississippi and Mobile, AL. Long distance at \$0/minute	0	Disconnect Migration	\$149.97	\$0.00	\$0.00
Webex Calling	Webex Voice Common Area - SIP to Analog	1	Add	\$0.00	\$0.00	\$10.00
Webex Calling	Webex Voice Common Area - Fax Line	2	Add	\$0.00	\$0.00	\$20.00
Voice Gateway	Cisco ATA192 Analog Adapter	2	Add	\$0.00	\$0.00	\$10.00
VOIP	IP Voice Complete	0	Disconnect Migration	\$539.82	\$0.00	\$0.00
Webex Calling	Webex Enhanced Calling	12	Add	\$0.00	\$0.00	\$150.00
Phone Hardware as a Service	VVX 601/600 Phone Hardware as a Service	0	Disconnect Migration	\$0.00	\$0.00	\$0.00
Phone Hardware as a Service	VVX 411 Rental	0	Disconnect Migration	\$0.00	\$0.00	\$0.00
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	12	Add	\$0.00	\$0.00	\$156.00
Expansion Module Rental	Expansion Module for VOIP Phone	0	Disconnect Migration	\$12.75	\$0.00	\$0.00
Expansion Module Rental	Cisco 8800 KEM for Audio IP Phones	1	Add	\$0.00	\$0.00	\$10.00
Webex Calling	Webex Suite	1	Add	\$0.00	\$0.00	\$20.00
Phone Hardware as a Service	Soundstation 5000 Rental	0	Disconnect Migration	\$0.00	\$0.00	\$0.00
Phone Hardware as a Service	Cisco 8832 Conference Phone Hardware as a Service	1	Add	\$0.00	\$0.00	\$30.00
Location Totals				\$704.04	\$150.00	\$542.50

Old City Hall: 7581 SPANISH FORT BLVD, SPANISH FORT, AL 36527

Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
VOIP	IP Voice Complete	0	Disconnect Migration	\$89.97	\$0.00	\$0.00
Webex Calling	Webex Enhanced Calling	3	Add	\$0.00	\$0.00	\$37.50
Phone Hardware as a Service	VVX 411 Rental	0	Disconnect Migration	\$0.00	\$0.00	\$0.00
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	3	Add	\$0.00	\$0.00	\$39.00
Location Totals				\$89.97	\$0.00	\$76.50

Fire Station No 4: 9871 D'Olive Road, Spanish Fort, AL 36527

Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
DID	Main Number Line	1	Add	\$0.00	\$0.00	\$0.00
Webex Calling	Webex Enhanced Calling	2	Add	\$0.00	\$0.00	\$25.00
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	2	Add	\$0.00	\$0.00	\$26.00
VOIP Power Supply Retail	POE Injector Power Supply	2	Add	\$0.00	\$40.00	\$0.00
Location Totals				\$0.00	\$40.00	\$51.00

Fire Station No. 1: 7580 Spanish Fort Boulevard, Spanish Fort, AL 36527

Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
Managed Switch	MS120 24 Port Managed POE Switch	1	Add	\$0.00	\$150.00	\$80.00
DID	Main Number Line	1	Add	\$0.00	\$0.00	\$0.00
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	10	Add	\$0.00	\$0.00	\$130.00
Webex Calling	Webex Enhanced Calling	10	Add	\$0.00	\$0.00	\$125.00
Email Fax	Email Fax - Inbound and outbound email delivery of faxes	1	Add	\$0.00	\$0.00	\$14.99
Location Totals				\$0.00	\$150.00	\$349.90

Fire Station No. 2: 10628 Highway 31, Spanish Fort, AL 36527

Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
Managed Switch	MS120 8 Port Managed POE Switch	1	Add	\$0.00	\$150.00	\$40.00
DID	Main Number Line	1	Add	\$0.00	\$0.00	\$0.00
Webex Calling	Webex Enhanced Calling	4	Add	\$0.00	\$0.00	\$50.00
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	4	Add	\$0.00	\$0.00	\$52.00
Location Totals				\$0.00	\$150.00	\$142.00

Spanish Fort Public Works: 7361 Spanish Fort Boulevard, Spanish Fort, AL 36527

Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	1	Add	\$0.00	\$0.00	\$13.00
Webex Calling	Webex Enhanced Calling	1	Add	\$0.00	\$0.00	\$12.50
Location Totals				\$0.00	\$0.00	\$25.50

Spanish Fort Police Station: 30500 Alabama 181 618, Spanish Fort, AL 36527						
Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
Managed Switch	MS120 24 Port Managed POE Switch	1	Add	\$0.00	\$150.00	\$80.00
DID	Reserved 10-Digit Unique Phone Number	4	Add	\$0.00	\$0.00	\$1.20
DID	Reserved 10-Digit Unique Phone Number	0	Disconnect Migration	\$1.20	\$0.00	\$0.00
DID	Main Number Line	0	Disconnect Migration	\$0.00	\$0.00	\$0.00
DID	Main Number Line	1	Add	\$0.00	\$0.00	\$0.00
Email Fax	Email Fax - Inbound and outbound email delivery of faxes	0	Disconnect Migration	\$13.56	\$0.00	\$0.00
Email Fax	Email Fax - Inbound and outbound email delivery of faxes	1	Add	\$0.00	\$0.00	\$14.99
VOIP	IP Voice Complete	0	Disconnect Migration	\$449.85	\$0.00	\$0.00
Webex Calling	Webex Enhanced Calling	16	Add	\$0.00	\$0.00	\$200.00
Phone Hardware as a Service	VVX 411 Rental	0	Disconnect Migration	\$0.00	\$0.00	\$0.00
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	16	Add	\$0.00	\$0.00	\$208.00
Expansion Module Rental	Expansion Module for VOIP Phone	0	Disconnect Migration	\$16.95	\$0.00	\$0.00
Expansion Module Rental	Cisco 8800 KEM for Audio IP Phones	1	Add	\$0.00	\$0.00	\$10.00
Wireless Backup	Verizon 4GB Backup	0	Disconnect	\$50.96	\$0.00	\$0.00
Location Totals				\$532.52	\$150.00	\$514.19

Spanish Fort Library: 7361 Spanish Fort Boulevard, Spanish Fort, AL 36527						
Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
Webex Calling	Webex Enhanced Calling	5	Add	\$0.00	\$0.00	\$62.50
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	5	Add	\$0.00	\$0.00	\$65.00
Location Totals				\$0.00	\$0.00	\$127.50

Spanish Fort Senior Center: 7361 Spanish Fort Boulevard, Spanish Fort, AL 36527						
Item	Description	Quantity	Service Type	Current C Spire Monthly	C Spire Renewal Upfront	C Spire Renewal Monthly
Webex Calling	Webex Enhanced Calling	2	Add	\$0.00	\$0.00	\$25.00
Phone Hardware as a Service	Cisco 8861 Phone Hardware as a Service	2	Add	\$0.00	\$0.00	\$26.00
Location Totals				\$0.00	\$0.00	\$51.00

Analysis		
	Current C Spire	Renewal Proposal C Spire
Total Monthly Costs (All Locations)	\$1,326.53	\$1,880.18
Price Difference Annually		(\$6,643.80)



Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Pricing valid for 30 days from date of proposal. Taxes and fees not included.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

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If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.

		Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package	Calling	Calling	Calling, Meetings & Messaging	Calling, Meetings & Messaging	Calling, Meetings, Messaging & Customer Experience	Meetings	
	Desktop Only No Webex App	Webex App (softphone only) + Desktop	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB** See Data Retention Table for Retention Periods Pro Pack**	
	No Webex App	Webex App (softphone only) + Desktop					
Meetings Capabilities							
Webex App							
Presence							
Presence (On Call, In a Meeting, Presenting, DND)							
Manually Set Presence Availability							
Set a custom status							
Set Quiet Hours							
Hide availability status							
Calling							
Calling Features							
App Dialpad	✓	✓	✓	✓	✓	✓	✓
Extension Dialing, Variable Length	✓	✓	✓	✓	✓	✓	✓
Seamless call handover between networks	✓	✓	✓	✓	✓	✓	✓
Inbound Caller ID (Name and Number)	✓	✓	✓	✓	✓	✓	✓
Call Waiting ID	✓	✓	✓	✓	✓	✓	✓
N-Way Calling (6)	✓	✓	✓	✓	✓	✓	✓
Select Outbound External Caller ID	✓	✓	✓	✓	✓	✓	✓
Place Calls (PSTN)	✓	✓	✓	✓	✓	✓	✓
Place Calls (VoIP/Video)	✓	✓	✓	✓	✓	✓	✓
Receive Calls (PSTN/VoIP/Video)	✓	✓	✓	✓	✓	✓	✓
User Block Calls from specific number	✓	✓	✓	✓	✓	✓	✓
Missed/Unmute	✓	✓	✓	✓	✓	✓	✓
Hold/Resume	✓	✓	✓	✓	✓	✓	✓
Call Transfer	✓	✓	✓	✓	✓	✓	✓
Attended, Semi-Attended, Blind	✓	✓	✓	✓	✓	✓	✓
HD Audio/Bandwidth Extension	✓	✓	✓	✓	✓	✓	✓
Remove your background noise & speech from calls	✓	✓	✓	✓	✓	✓	✓
Remove background noise from other party	✓	✓	✓	✓	✓	✓	✓
Merge (N-Way Audio Call)	✓	✓	✓	✓	✓	✓	✓
Conference (N-Way Audio Call)	✓	✓	✓	✓	✓	✓	✓
Call Pull	✓	✓	✓	✓	✓	✓	✓
Group Call Park / Retrieve	✓	✓	✓	✓	✓	✓	✓
Directed Call Park/Retrieve	✓	✓	✓	✓	✓	✓	✓
Call Pickup	✓	✓	✓	✓	✓	✓	✓
Group Call Pickup	✓	✓	✓	✓	✓	✓	✓
Team Telephony / BLF Monitoring plus Call Pickup	✓	✓	✓	✓	✓	✓	✓
Executive Assistant (aka Boss Admin)	✓	✓	✓	✓	✓	✓	✓
Feature Access Codes (FAC)	✓	✓	✓	✓	✓	✓	✓
Call Redial via FAC *66	✓	✓	✓	✓	✓	✓	✓
Desk Phone Control (DPC)	✓	✓	✓	✓	✓	✓	✓
Incoming/outgoing calling, Mid-Call Control, Share	✓	✓	✓	✓	✓	✓	✓
Desk Phone Control (DPC) with Hot Desk Device	✓	✓	✓	✓	✓	✓	✓

LAUNCHES MAY 2024

	Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package	Calling Desktopphone Only No Webex App	Calling Webex App (softphone only) + Desktopphone	Calling, Meetings & Messaging Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Calling, Meetings & Messaging Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**	Calling, Meetings, Messaging & Customer Experience Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meetings Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB** See Data Retention Table for Retention Periods Pro Pack**
Meetings Capabilities						
Sharing during a Call - Screen & application Sharing - whiteboard & annotation		✓ (Desktop only)	✓ (Desktop only) Roadmap	✓ (Desktop only) Roadmap	✓ (Desktop only) Roadmap	
Remote Desktop Control		✓ (Desktop only)	✓ (Desktop only)	✓ (Desktop only)	✓ (Desktop only)	
Call Recording (Rubber Go)						
Webex Call Recording		✓	✓	✓	✓	✓
Shared Lines for Webex App		✓ Available on Desktop Mobile on Roadmap	✓ Available on Desktop Mobile on Roadmap	✓ Available on Desktop Mobile on Roadmap	✓ Available on Desktop Mobile on Roadmap	✓ Available on Desktop Mobile on Roadmap
Multi-Line (Virtual Lines)		✓ Mobile on Roadmap	✓ Mobile on Roadmap	✓ Mobile on Roadmap	✓ Mobile on Roadmap	✓ Mobile on Roadmap
Register for tel. and SIP links		✓	✓	✓	✓	✓
Move call to a Meeting		✓	✓	✓	✓	✓
Spam call indication with incoming Calls		✓	✓	✓	✓	✓
Spam call indication in Call History		✓	✓	✓	✓	✓
ES91 Calling & Emergency Services Location Update (Ready)		✓	✓	✓	✓	✓
Mobile Calling Widgets		✓	✓	✓	✓	✓
Call Through (Mobile)		✓	✓	✓	✓	✓
Call Back		✓ Available on Mobile Desktop on Roadmap	✓ Available on Mobile Desktop on Roadmap	✓ Available on Mobile Desktop on Roadmap	✓ Available on Mobile Desktop on Roadmap	✓ Available on Mobile Desktop on Roadmap
Calling Settings		Setup in App or user: webex.com				
Anonymous Call Rejection		✓	✓	✓	✓	✓
Automatic Answer		✓	✓	✓	✓	✓
Away Announcement (Personal Assistant)		✓ Q3 CY 24	✓ Q3 CY 24	✓ Q3 CY 24	✓ Q3 CY 24	✓ Q3 CY 24
Block Your Caller ID		✓	✓	✓	✓	✓
Call Forwarding Always		✓	✓	✓	✓	✓
Call Forwarding: Busy, No Answer, Not Reachable		✓	✓	✓	✓	✓
Call Waiting (for up to 4 calls)		✓	✓	✓	✓	✓
Single Number Reach (Office Anywhere)		✓	✓	✓	✓	✓
Do Not Disturb - notify, across all devices		✓	✓	✓	✓	✓
Selective Call Capabilities: Accept, Reject, Forward		✓	✓	✓	✓	✓
Remote Office		✓	✓	✓	✓	✓
Sequential Ring		✓ (5)	✓ (35)	✓ (35)	✓ (35)	✓ (35)
Shared Call Appearance		✓	✓	✓	✓	✓
Simultaneous Ring		✓	✓	✓	✓	✓
SIP URI Dialing		✓	✓	✓	✓	✓
Video Call - Virtual Background		✓	✓	✓	✓	✓
Privacy		✓	✓	✓	✓	✓
Call Notify		✓	✓	✓	✓	✓
T.38 Fax Support		✓ ATA only	✓	✓	✓	✓
Desktopphone Only Settings (MPP)						
Alternate Numbers with Distinctive Ring		✓	✓	✓	✓	✓
Barge-In Example		✓	✓	✓	✓	✓

Webex Wholesale RTM
Feature Matrix by Package
Last Updated 5/15/24

Common Area Calling		Enhanced Calling (Webex Voice)		Webex Calling		Webex Suite		Customer Experience Essentials		Webex Meetings	
Package		Calling	Calling	Calling, Meetings & Messaging		Calling, Meetings & Messaging		Calling, Meetings, Messaging & Customer Experience		Meetings	
Meetings Capabilities		Desktop Phone Only No Webex App	Webex App (desktop only) + Desktop	Meeting Capacity (PMR) 100 Space Meeting Participants 100 Meeting Duration Up to 40 Minutes Cloud Meeting Recording 0 See Data Retention Table for Retention Periods		Meeting Capacity (PMR) 1,000 Space Meeting Participants 300 Meeting Duration Unlimited Cloud Meeting Recording 10GB See Data Retention Table for Retention Periods Pro Pack**		Meeting Capacity (PMR) 100 Space Meeting Participants 100 Meeting Duration Up to 40 Minutes Cloud Meeting Recording 0 See Data Retention Table for Retention Periods		Meeting Capacity (PMR) 1,000 Space Meeting Participants 300 Meeting Duration Unlimited Cloud Meeting Recording 10GB* See Data Retention Table for Retention Periods Pro Pack**	
Personal Contacts	Busy Lamp Field (Monitoring)	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	Directed Call Pickup with Barge In		✓	✓	✓	✓	✓	✓	✓		
	Holding Host		✓	✓	✓	✓	✓	✓	✓		
	Holding Guest		✓	✓	✓	✓	✓	✓	✓		
	Multiple Line Appearance		✓	✓	✓	✓	✓	✓	✓		
	Priority Alert		✓	✓	✓	✓	✓	✓	✓		
	Push to Talk		✓	✓	✓	✓	✓	✓	✓		
	Speed Dial 100		✓	✓	✓	✓	✓	✓	✓		
	View/Add Contacts		✓	✓	✓	✓	✓	✓	✓		
	New, from Common Identity, from Enterprise Directory		✓	✓	✓	✓	✓	✓	✓		
Call History / Voicemail	Manage Groups & Favorites		✓	✓	✓	✓	✓	✓	✓		
	View Contact Profile		✓	✓	✓	✓	✓	✓	✓		
	Call Logs - Unified Call History (Local & Server based)		✓	✓	✓	✓	✓	✓	✓		
	Delete Call Logs - Individual Calls and all Calls		✓	✓	✓	✓	✓	✓	✓		
Visual Voicemail - View, Play, Delete, Call Back, Mark as read	Call Logs		✓	✓	✓	✓	✓	✓	✓		
	Missed Calls Counter, Show Duration of Calls, Click to call & Show Hunt Group Calls		✓	✓	✓	✓	✓	✓	✓		
	Call Voicemail		✓	✓	✓	✓	✓	✓	✓		
	Visual Voicemail - Confidential or Urgent Indicator		✓	✓	✓	✓	✓	✓	✓		
Search	Voicemail transcripts		✓	✓	✓	✓	✓	✓	✓		
	Forward/Reply Voicemails		Roadmap	Roadmap	Roadmap	Roadmap	Roadmap	Roadmap			
	CI Search		✓	✓	✓	✓	✓	✓			
	Universal Search		✓	✓	✓	✓	✓	✓			
Calling Integrations	Outlook Contact Search		(Desktop only)	(Desktop only)	(Desktop only)	(Desktop only)	(Desktop only)	(Desktop only)			
	Local Mobile Contact Search		✓	✓	✓	✓	✓	✓			
	Google Contact Search		(Mobile only)	(Mobile only)	(Mobile only)	(Mobile only)	(Mobile only)	(Mobile only)			
	Enterprise Directory Search		✓	✓	✓	✓	✓	✓			
Customer Experience	Microsoft Teams Integration for Calling		✓	✓	✓	✓	✓	✓			
	Microsoft Outlook Integration for Calling		✓	✓	✓	✓	✓	✓			
	Slack Integration for Calling		✓	✓	✓	✓	✓	✓			
	Webex App Experience		Basic	Basic	Basic	Essentials					
Capacity	Agent Supervisor										
	Agents availability		50	50	50	500					
	Max Queued Calls		125	125	125	250					
	Inbound Call OutboundCall		✓	✓	✓	✓					

		Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package		Calling Desktops Only No Webex App	Calling Webex App (telephone only) + Desktop	Calling, Meetings & Messaging	Calling, Meetings & Messaging	Calling, Meetings, Messaging & Customer Experience	Meetings
Meetings Capabilities				Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB* See Data Retention Table for Retention Periods Pro Pack**
Agent							
Agent App Experience (Desktop & Mobile)							
Set availability status			✓	✓	✓	✓	✓
Join/Un-Join queues			✓	✓	✓	✓	✓
Agent Wrap Up codes			✓	✓	✓	✓	✓
Automatic timed wrap-up at completion of ACD call			✓	✓	✓	✓	✓
Call Handling							
Answer calls			✓	✓	✓	✓	✓
Make Outbound call			✓	✓	✓	✓	✓
Agent Set Outbound Calling Line ID			✓	✓	✓	✓	✓
Conference call			✓	✓	✓	✓	✓
Transfer call			✓	✓	✓	✓	✓
Forward Call			✓	✓	✓	✓	✓
Call back to callers			✓	✓	✓	✓	✓
Access multi call window			✓	✓	✓	✓	✓
Microsoft Teams integration			✓	✓	✓	✓	✓
Live Contacts in Queue Trend			✓	✓	✓	✓	✓
Live Queue Status			✓	✓	✓	✓	✓
(calls in queue, longest wait time, agents total, agents idle, agents available, agents unavailable)			✓	✓	✓	✓	✓
View Screen Pop			✓	✓	✓	✓	✓
Supervisor App Experience							
Agent Management							
View Agents						✓	
Join/UnJoin agent to queue						✓	
Set Agent Status						✓	
Sign out an agent						✓	
Agent Monitoring and Coaching							
Silent Monitor active call			FAC Codes			✓	
Silent Monitor next call				FAC Codes		✓	
Message agent					FAC Codes	✓	
Barge-into agent call			FAC Codes			✓	
Coach			FAC Codes	FAC Codes		✓	
Takeover			FAC Codes	FAC Codes	FAC Codes	✓	
In App Analytics/Reporting							
View real-time agent status							✓
View real-time queue status							✓
View historical agent statistics							✓
View historical queue statistics							✓
Administration via Control Hub							
Agents & Supervisors							
Agents and supervisors management			✓	✓	✓	✓	✓
Set agent status			✓	✓	✓	✓	✓
Join/UnJoin agent to queue			✓	✓	✓	✓	✓
Queue Settings							

	Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package	Calling Desktop Only No Webex App	Calling Webex App (softphone only) + Desktop	Calling, Meetings & Messaging	Calling, Meetings & Messaging	Calling, Meetings, Messaging & Customer Experience	Meetings
Meetings Capabilities			Meeting Capacity (PARK) 100 Space Meeting Participants 100 Meeting Duration Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PARK) 1,000 Space Meeting Participants 300 Meeting Duration Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**	Meeting Capacity (PARK) 100 Space Meeting Participants 100 Meeting Duration Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PARK) 1,000 Space Meeting Participants 300 Meeting Duration Unlimited Cloud Meeting Recording: 10GB** See Data Retention Table for Retention Periods Pro Pack**
Greetings and Announcements	Number of Calls in queue	✓	✓	✓	✓	✓
	Caller ID	✓	✓	✓	✓	✓
	Distinctive Ring	✓	✓	✓	✓	✓
	Language and time zone	✓	✓	✓	✓	✓
	Call back	✓	✓	✓	✓	✓
	Call Overflow	✓	✓	✓	✓	✓
	Screen Pop	✓	✓	✓	✓	✓
Call Routing Policies	Welcome Message	✓	✓	✓	✓	✓
	Estimated wait time Message	✓	✓	✓	✓	✓
	Comfort Messaging	✓	✓	✓	✓	✓
	Comfort Message Bypass	✓	✓	✓	✓	✓
	Music on hold	✓	✓	✓	✓	✓
	Call Whisper Message	✓	✓	✓	✓	✓
	Priority Based	✓	✓	✓	✓	✓
Analytics <td>Skills Based</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td>	Skills Based	✓	✓	✓	✓	✓
	Bounced call routing	✓	✓	✓	✓	✓
	Stranded call routing	✓	✓	✓	✓	✓
	Call Forwarding	✓	✓	✓	✓	✓
	Holiday Service	✓	✓	✓	✓	✓
	Non-business hours	✓	✓	✓	✓	✓
	Forced Forwarding	✓	✓	✓	✓	✓
Reporting	Call queue status	✓	✓	✓	✓	✓
	Call queue agent status	✓	✓	✓	✓	✓
	Live queue status	✓	✓	✓	✓	✓
Messaging	Call Queue Stats Report	✓	✓	✓	✓	✓
	Call Queue agent status report	✓	✓	✓	✓	✓
	Call queue call details	✓	✓	✓	✓	✓
Spaces	Agents availability	✓	✓	✓	✓	✓
Spaces	Guest Spaces	✓	✓	✓	✓	✓
	Custom Space Notification: ClickOn@mentions_only/sounds	✓	✓	✓	✓	✓
	Office@mentions_only/sounds	✓	✓	✓	✓	✓
	Space Filters	✓	✓	✓	✓	✓
	Space Sections for Organization	✓	✓	✓	✓	✓
	Peek into a Space	✓	✓	✓	✓	✓
	Space Shortcuts	✓	✓	✓	✓	✓
	Add to Favorites, Add People, Start Meeting, Mark as Read	✓	✓	✓	✓	✓
	Copy Space Link, Hide, Leave	✓	✓	✓	✓	✓
	Inter-team/messaging with indicator	✓	✓	✓	✓	✓
Space member management	✓	✓	✓	✓	✓	
Add people, remove people, Space Settings	✓	✓	✓	✓	✓	
Delete Space	✓	✓	✓	✓	✓	

	Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package	Calling Desktop Only No Webex App	Calling Webex App (cellphone only) + Desktop	Calling, Meetings & Messaging Meeting Capacity (PMR) 100 Space Meeting Participants 100 Meeting Duration Up to 40 Minutes Cloud Meeting Recording 0 See Data Retention Table for Retention Periods	Calling, Meetings & Messaging Meeting Capacity (PMR) 1,000 Space Meeting Participants 300 Meeting Duration Unlimited Cloud Meeting Recording 10GB See Data Retention Table for Retention Periods Prio Pack**	Calling, Meetings, Messaging & Customer Experience Meeting Capacity (PMR) 100 Space Meeting Participants 100 Meeting Duration Up to 40 Minutes Cloud Meeting Recording 0 See Data Retention Table for Retention Periods	Meetings Meeting Capacity (PMR) 1,000 Space Meeting Participants 300 Meeting Duration Unlimited Cloud Meeting Recording 10GB** See Data Retention Table for Retention Periods Prio Pack**
Meetings Capabilities						
	Public Spaces					
	Teams					
Messaging Features						
	Persistent Chat History	>	>	>	>	>
	Is Typing Indicator	>	>	>	>	>
	Spell Check	>	>	>	>	>
	Webex AI Assistant: Space Summary	>	May 24	>	May 24	>
	Webex AI Assistant: Unread Message Recaps	>	May 24	>	May 24	>
	Webex AI Assistant: Rephrase or Change Tone	>	May 24	>	May 24	>
	Share Files	>	>	>	>	>
	Screen capture	>	>	>	>	>
	Rich Text	>	>	>	>	>
	Emojis	>	>	>	>	>
	Gifts	>	>	>	>	>
	@ Mentions	>	>	>	>	>
	Vidcast Video Messaging	>	>	>	>	>
	Webex AI Assistant: Vidcast Automatic Highlights	>	>	>	>	>
	Webex AI Assistant: Vidcast Automatic Chapters	>	>	>	>	>
	Read Receipt	>	>	>	>	>
	Forward Messages (with Attachments)	>	>	>	>	>
	Quoting	>	>	>	>	>
	Threading	>	>	>	>	>
	Reply Directly	>	>	>	>	>
	Schedule Message Send	>	>	>	>	>
	Copy Message Link	>	>	>	>	>
	Edit Messages	>	>	>	>	>
	Reactions	>	>	>	>	>
	Search within a Space	>	>	>	>	>
	Pin Messages in a Space	>	>	>	>	>
	Send a Space Link	>	>	>	>	>
	Flag Messages	>	>	>	>	>
	Mark as Unread	>	>	>	>	>
	Message Reminders	>	>	>	>	>
	Delete your Message	>	>	>	>	>
	Embedded Preview	>	>	>	>	>
	Shared Files: View, Download, Embedded Previews	>	>	>	>	>
	Embedded Video Playback	>	>	>	>	>
	Push Notifications	>	>	>	>	>
	Schedule Space Meeting with everyone in Space	>	>	>	>	>
	Share Content while Messaging	>	>	>	>	>
	Whiteboard in a Space	>	>	>	>	>
	Add Apps/Website to a space	>	>	>	>	>
Advanced Messaging Features						
	Moderate Spaces	>	>	>	>	>
	Moderator - Add / Remove people	>	>	>	>	>
	Moderator - Edit space name & settings	>	>	>	>	>
	Moderator - Add / Remove Moderator	>	>	>	>	>
	Moderator- Delete others Messages	>	>	>	>	>

		Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials
		Calling Desktop Only No Webex App	Calling Webex App (softphone only) + Desktop	Calling, Meetings & Messaging	Calling, Meetings & Messaging	Calling, Meetings, Messaging & Customer Experience
				Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods
						Meetings
						Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB* See Data Retention Table for Retention Periods Pro Pack**
Meetings Capabilities						
Turn On Announcement Mode						
Meetings	Via Webex App or user.webex.com			✓		✓
Settings						
Join via VoIP				✓		✓
Call in Audio (Toll Number Used)					✓	✓
Call me Local / Call Me Int'l				✓		✓
Virtual backgrounds						✓
Video Layout options: grid, stack, side by side, full screen				✓		✓
Hosting Meetings						
Meeting Participant Capacity				100	1000	1000
Number of Participants in Space Meetings				100	300	100
Personal Meeting Room (PMR)				✓		✓
Webex (PMR & One Time) meeting scheduling in Webex					✓	✓
Personal Conference Number (PCN)				✓		✓
Make all/participant				✓		✓
Manage Participants				✓		✓
Meeting Lobby				✓		✓
Presenter Controls for all Attendees				✓		✓
Delegate your meetings (Assign, Cohost)				✓		✓
Locking				✓		✓
Password Protection				✓		✓
Let other users to schedule meetings on their behalf				✓		✓
Allow PMR URL change				✓		✓
Connect to Google or O365 Calendar Service				✓		✓
Attending Meetings						
One Button to Join				✓		✓
Web Guest Experience				✓		✓
Remove Background Noise and Speech				✓		✓
Music Mode				✓		✓
Support pairing with Cisco Webex Devices				✓		✓
Join from a video system (CMR)				✓		✓
Media Quality Statistics						
Common Meeting Features						
HD video				✓		✓
Multi-party Chat				✓		✓
Animated meeting reactions & hand gestures				✓		✓
Raise Hand				✓		✓
Breakout Sessions				✓		✓
Content Sharing				✓		✓
Screen, Window, Application, File, Webex, Portion of Screen					✓	
Content Sharing on Mobile				✓		✓
Entire Screen, Image, PPT, Rear Camera				✓		✓
Immersive Share (Show me in front of presentation)				✓		✓
Whiteboard				✓		✓

Webex Wholesale RTM
Feature Matrix by Package
Last Updated 5/15/24

		Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package		Calling Desktop Only No Webex App	Calling Webex App (softphone only) + Desktop	Calling, Meetings & Messaging	Calling, Meetings & Messaging	Calling, Meetings, Messaging & Customer Experience	Meetings
Meetings Capabilities				Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB* See Data Retention Table for Retention Periods Pro Pack**
Advanced Meeting Features	Annotation		✓	✓	✓	✓	✓
	Remote Desktop Control			✓		✓	✓
	Meetings Recording			Local		Local	
	Webex AI Assistant/Automatic Highlights in Recordings				Cloud + Local		Cloud + Local
	Webex AI Assistant/Automatic Chapters in Recordings				✓		✓
	Recording Transcriptions				✓		✓
	In-meeting participant search			✓		✓	✓
	Closed Captions				✓		✓
	Real Time Transcription (English, French, German, Spanish, Italian)				✓ June 24		✓ June 24
	Webex AI Assistant: Step Away				✓ May 24		✓ May 24
Additional	Webex AI Assistant: Catch Me Up				✓		✓
	Webex Assistant				✓		✓
	Webex Assistant: Notes & Highlights				✓		✓
	Webex Assistant: Voice Commands				✓		✓
	Webex Assistant: Post meeting content				✓		✓
	Webex Native Polling & Q&A				✓		✓
	Live Polling by Slide				✓		✓
	Q&A by Slide				✓		✓
General	Search		✓	✓	✓	✓	✓
	Location			Roadmap	Roadmap	Roadmap	Roadmap
	Keyboard shortcuts		✓		✓	✓	✓
	Personal Insights			✓	✓	✓	✓
	Add-Ons						
	Setup Assist	✓	✓	✓	✓	✓	✓
	Webex GO			Roadmap	Roadmap	Roadmap	Roadmap
	Webex Attendee Console						
	App Protocols, Security and Troubleshooting		✓	✓	✓	✓	✓
	TLS v1.2		✓	✓	✓	✓	✓
App Accessibility	SRT/PSR/STCP		✓	✓	✓	✓	✓
	Dynamic Proxy Discovery		✓	✓	✓	✓	✓
	Fallover Support (SIP, XMPP, XSI)		✓	✓	✓	✓	✓
	Version Control		✓	✓	✓	✓	✓
	Forgot/Update Password (CI Auth)		✓	✓	✓	✓	✓
	SAML SSO		✓	✓	✓	✓	✓
	Client Software Auto Update		✓	✓	✓	✓	✓
	Regular check for config updates		✓	✓	✓	✓	✓
	Troubleshooting Logs		✓	✓	✓	✓	✓
	RTCP-XR		✓	✓	✓	✓	✓
App Accessibility	Color Contrast		✓	✓	✓	✓	✓
	Dictation (Chat Message Entry)		✓	✓	✓	✓	✓

Webex Wholesale RTM
Feature Matrix by Package
Last Updated 5/15/24

		Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package	Calling	Calling	Calling, Meetings & Messaging	Calling, Meetings & Messaging	Calling, Meetings, Messaging & Customer Experience	Meetings	
	Desktop Phone Only No Webex App	Webex App (softphone only) + Desktop	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Speed Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Speed Meeting Duration: Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**	Meeting Capacity (PMR): 100 Space Meeting Participants: 300 Speed Meeting Duration: Unlimited Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Speed Meeting Duration: Unlimited Cloud Meeting Recording: 10GB* See Data Retention Table for Retention Periods Pro Pack**	
Meetings Capabilities							

*Meeting Cloud Storage limit is per site
Pro Pack*: When at least Webex Suite or Webex Meetings is assigned to a user in the org, Pro Pack is applied to the org and applies to all users.

Group Features				
Group features are available to all customer organizations that have at least one Enhanced Calling, Webex Calling or Webex Suite package. Some of the group features do require users to have a specific package to be able to use them, i.e. call pickup, while others have no association with a user package, i.e. auto attendant.				
Auto Attendant	Authentication	Internal Calling Line ID Delivery	Hunt Group	
Call Pickup	Receptionist Client	External Calling Line ID Delivery	Music on Hold	
Call Park Group	Voice Portal	Intercept Group	Voice Mail Group	
Group Paging	Call Queue	Call Intercept		
Data Type	Pro Pack	Default	Min	Max

Webex Wholesale RTM

Feature Matrix by Package

Last Updated 5/15/24

	Common Area Calling	Enhanced Calling (Webex Voice)	Webex Calling	Webex Suite	Customer Experience Essentials	Webex Meetings
Package	Calling Deskphone Only No Webex App	Calling Webex App (softphone only) + Deskphone	Calling, Meetings & Messaging	Calling, Meetings & Messaging	Calling, Meetings, Messaging & Customer Experience	Meetings
Meetings Capabilities	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods					
	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB See Data Retention Table for Retention Periods Pro Pack**					
	Meeting Capacity (PMR): 100 Space Meeting Participants: 100 Meeting Duration: Up to 40 Minutes Cloud Meeting Recording: 0 See Data Retention Table for Retention Periods					
	Meeting Capacity (PMR): 1,000 Space Meeting Participants: 300 Meeting Duration: Unlimited Cloud Meeting Recording: 10GB+ See Data Retention Table for Retention Periods Pro Pack**					
Data Retention Period Options	Messages, Files, Whiteboards, Recordings, Transcripts					
	No	Yes	360 days	1 day	360 days	360 days
	Yes	No	360 days	7 days	360 days	360 days
	Yes	Yes	360 days	7 days	360 days	360 days

Attachment: References

Customer	Orange Beach Board of Education
Address	PO Nox 2799 Orange Beach, AL
Contact	Suzanne Krammer
Title	Admin
Email	skramer@orangebeachboe.org
Phone Number	251-967-5306
Services Provided	Webex Voice

Customer	City of Orange Beach
Address	4099 Orange Beach Blvd Orange Beach, AL
Contact	Renee Eberly
Title	Admin
Email	reberly@orangebeachal.gov
Phone Number	251-981-6979
Services Provided	VoIP & Data

Customer	City of Robertsdale
Address	PO Box 429 Robertsdale, AL
Contact	Greg Smith
Title	Admin
Email	gregsmith@robertsdale.org
Phone Number	251-947-8955
Services Provided	VoIP & Data

Attachment: W-9

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.		
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) TEKLINKS INC		
2 Business name/disregarded entity name, if different from above. C SPIRE BUSINESS		
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		
5 Address (number, street, and apt. or suite no.). See instructions. 1018 HIGHLAND COLONY PKWY, STE 330	Requester's name and address (optional)	
6 City, state, and ZIP code RIDGELAND, MS 39157-2061		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Employer identification number <div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> 631247749 </div> </div>
--	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>James M Stein</i>	Date 03/01/2024
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IN COMPLIANCE WITH FORM INSTRUCTIONS, THE ADDRESS SHOWN ABOVE IS FOR
INFORMATION REPORTING PURPOSES (FORM 1099s).

BILL PAYMENT REMITTANCE ADDRESS: C SPIRE, PO Box 748168, Atlanta, GA 30374-8168

PHYSICAL LOCATION ADDRESS: 201 Summit Pkwy, Birmingham, AL 35209-4731

Attachment: Partners

PARTNERS

At C Spire, high standards come standard. You get access to the top technology, expertise and partner-level discounts because we work tirelessly to earn top certifications of leading tech companies like Cisco, Dell, Microsoft, Rubrik and Palo Alto. Partner with us and know your business can always expect the best.

This means our customers get the benefit of our expertise, partner-level discounts, and highly specialized engineers. And because we also specialize in Professional Services and Managed IT, we can easily add management or support to any of your equipment, giving you a one-stop-shop for your IT needs.

STRATEGIC PARTNERS

[Cisco](#) | Gold Integrator

[Dell Technologies](#) | Platinum Partner

[Fortinet](#) | Advanced Integrator

[Veeam](#) | Gold Service Provider & Reseller

[Microsoft](#) | Gold Partner



Attachment: C Spire Certifications

C Spire has powerful IT expertise and the certifications to back it up.

1 team. 30 engineers.

163 certifications.

65 specialty areas.

That adds up to next-level IT insight for your organization.

We are proud to partner with and gain top certifications from the leading names in business IT solutions and our team of engineers holds specialized certifications with vendors such as Cisco, Dell, and Microsoft. C Spire engineers have over 160 certifications in 65 specialty areas. High-level certifications for our engineers mean next-level knowledge for your organization. For a look at the range of assurances and certifications we hold at C Spire Business:

<https://www.cspire.com/web/business/engineering-certifications>



Cisco Certifications

Gold Integrator

117 total certifications across our team and 30 areas of specialty, additionally we have 8 CCIEs and 2 double CCIEs for the deepest possible understanding of Cisco solutions.



Dell Certifications

Platinum Partner

13 total certifications across our team and 10 areas of specialty for unrivaled expertise in Dell hardware, software, and solutions.



Microsoft Certifications

Gold Partner

31 total certifications across our team and 8 areas of specialty so you can take full advantage of Microsoft's suite of solutions.



Palo Alto Certification

Palo Alto Networks Certified Security Engineer

1 unique certification across our team for a specialized knowledge of designing, installing, configuring, and maintaining Palo Alto networks.

Attachment: Help Desk

C Spire call center and Network Operations Center, is centrally lead from Ridgeland MS, with remote call support centers in Birmingham, AL, Nashville and Knoxville, TN., as well as Meadville MS. Our support teams monitor services, manage and man in each of our centers as well as remotely to provide diversity and scalable support for our customers 24X7X365. Outside of business hours, we offer on-call support for emergency and high impact services that require attention, calls made into the support center are triaged and routed to our certified on-call agents for ticket creation, and trouble resolution. Escalation of any trouble remains the same 24X7X365.

Service support begins with our C Spire Business Solutions – Customer Support Operations (CSO) team, a group of certified support staff. The CSO team may be reached by the dedicated support number, via email and/or web portal that provides customers with self-service access to manage their VoIP services, submit orders, create, update and view support tickets.

C Spire support teams utilize various tools, software and applications to diagnose, troubleshoot and resolve customer technical issues.

Help Desk

CSO, will first identify and record the customer contact and authorized users that may make changes to an account or report any issue for service being provided by C Spire. Trouble and Move Add Change incidents may be created via phone, email, web portal or chat. During the interaction with customers via chat, email, or phone call, basic current features and account adjustments can be made by this group. If features require a sales order to process, CSO will note the account and route to the appropriate team (groups may vary depending on the status of the customer).

The Help Desk works with the customer to address basic connectivity/VoIP issues – i.e., power cycle, password resets and basic "how to's." Should an issue not be resolved during the interaction with the Help Desk team, the problem will then be routed to the Tier 1 group for more advanced diagnosis.

Tier 1

C Spire's Tier 1 team provides more in-depth consultation with the customer beginning with documentation from Tier 1 and is typically initiated via email through the ticketing system or from a warm transfer phone call from the Help Desk.

Tier 2

Tier 2 has direct contact with the manufacturer of networking elements and the NOCC on recent changes and released updates to troubleshoot and resolve an event reported by the customer. Tier 2 will reach out to additional teams for resolution if they are not able to address an issue quickly.

Tier 3 Engineering Support

In the event, there's an issue our front-line care teams are unable to resolve, our team of engineers is directly accessible Monday-Friday 6:00 am – 6:00 pm and on-call nights and weekends.

Customer Inspired SLA's

<https://www.cspire.com/web/business/resources/agreements-policies/service-level-agreements>

Escalation Hierarchy

If necessary, the C Spire Support Staff can escalate responses pertaining to interruptions and performance issues to all levels of management.

<u>Support Level</u>	<u>Escalation Contact</u>
1st Level	Assist for Business Call Center 24/7
2nd Level	Manager, Customer Support
3rd Level	Senior Manager, Customer Operations
4th Level	Director, Customer Operations
5th Level	VP, Service Delivery

Contact

Business Support
855-277-4732
enterprisesupport@cspire.com

Attachment: C Spire Locations

Alabama Birmingham 201 Summit Pkwy Birmingham, AL 35209	Mississippi Gulfport 10394 Express Dr Gulfport, MS 39503	Tennessee Chattanooga 1206 Pointe Centre Dr., Suite 250 Chattanooga, TN 37421
Enterprise 106 N Edwards St Enterprise, AL 36330	Hattiesburg 4200 Mamie St Hattiesburg, MS 39402	Knoxville 10100 Global Way Knoxville, TN 37932
Luverne 90 S Forest Ave Luverne, AL 36049	Ridgeland 1018 Highland Colony Pkwy Ridgeland, MS 39157	Memphis 1715 Aaron Brenner Dr Suite 716 Memphis, TN 38120
Mobile 107 Saint Francis St., Suite 2500 Mobile, AL 36602	Southaven 5740 Getwell Road Building 5 Southaven, MS 38672	Nashville Maryland Farms Office Park 2 Maryland Way Suite 300 Brentwood, TN 37027
Montgomery 445 Dexter Ave., Suite 8075 Montgomery, AL 36104		
Ozark 1298 Andrews Ave Ozark, AL 36360		
Troy 1006 S Brundidge St Troy, AL 36081		

Attachment: E Verify



Company ID Number: 109583

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Cellular South, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Cellular South, Inc	
Name (Please Type or Print) Brenda Hobbs	Title
Signature Electronically Signed	Date 03/26/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/26/2008



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Cellular South, Inc
Company Facility Address	1018 Highland Colony Parkway Suite 104 Ridgeland, MS 39157
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	640772348
North American Industry Classification Systems Code	453
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	4 site(s)



Company ID Number: 109583

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
FL	1
MS	1
TN	1



MASTER SERVICE LEVEL AGREEMENT

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MASTER SERVICE LEVEL AGREEMENT

This Master Service Level Agreement ("MSLA") sets forth certain of the terms and conditions under which TekLinks, Inc. dba C Spire Business ("CSB") will supply certain services (the "Services") to the customer ("Customer") named on the services quote, statement of work or purchase order (each, an "Order"). The Services will be governed by the applicable service level agreement(s) incorporated into the Order (each, an "SLA"), the MSLA and the Master Terms and Conditions ("Master Terms") that are incorporated into every Order. With respect to each Service, the applicable Order, the related Service Level Agreement, the Master Terms, this MSLA, and any other writing that by its terms is intended to be made a part of any such Order shall collectively constitute an independent and separate contract between the parties for such Services (and shall be referred to separately as an "Agreement"). In the event of a conflict between or among the terms of the components of an Agreement, the following order of precedence shall control: an Agreement Addendum, the applicable SLA, the MSLA, the Purchase Terms and Conditions, the Master Terms, the Order and any other document made a part of the Agreement. The duration of the Initial Term of any Agreement will be set forth in the Order. The service level agreements included in the applicable SLA and in this MSLA are collectively referred to herein as the "SLAs."

1. DEFINED TERMS

Certain terms used in this MSLA are defined in Section 7, Definitions. Capitalized terms used in this MSLA without being defined herein have the respective meanings set forth in the Master Terms.

2. SERVICE COMMITMENT

CSB is committed to providing Services to Customer at a level of excellence consistent with the best practices within CSB's industry. Service uptime and availability are of the highest importance to CSB and the SLAs reflect CSB's performance and Services goals.

3. SERVICE DELIVERY

A. GENERAL

The SLA for each Service will explain the specifics of how that Service will be delivered and will set forth the terms and conditions and any specific service level agreement goals that will apply to such Service. It is Customer's responsibility to ensure that all Users' computers are able to connect to the applicable Service and are configured properly. This includes but is not limited to ethernet switches, ethernet cabling, workstations, servers, and Operating Systems.

MASTER SERVICE LEVEL AGREEMENT

B. INSTALLATION

Upon receipt of the signed Order, CSB will contact Customer and coordinate the installation of the Service. If additional configuration work is required due to limitations of the Customer System or other server/application requirements, CSB will promptly advise Customer of the anticipated additional expenses for such additional work. Customer will be responsible for all such additional expenses as are mutually agreed in writing by the parties. Customer shall be responsible for any travel expenses reasonably incurred by CSB in the course of providing onsite installation services.

C. SERVICE UPGRADES & MODIFICATIONS

Unless otherwise provided in the applicable SLA, CSB may replace or upgrade any Service upon thirty (30) days' prior written notice to Customer, provided that no such upgrade will diminish or limit any of the SLAs applicable to such Service prior to such upgrade. CSB shall implement each such upgrade during a Maintenance Window or pursuant to a timeline mutually agreed by the parties.

D. LIMITATIONS

Customer agrees that CSB is not responsible for any unauthorized access or modification of Customer's data while in electronic transmission to or from the CSB Data Centers. Customer also agrees that CSB is not responsible or liable for any content sent using, or received from, any CSB Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third-party intellectual property right.

4. SERVICE SUPPORT

A. AUTHORIZED CONTACTS

CSB will accept requests for configuration information or changes in Services only from Customer's Primary Technical Contact and may do so via email or phone. Customer is responsible for ensuring that the contact information for its Primary Technical Contact and any other Authorized Contact is current and accurate.

MASTER SERVICE LEVEL AGREEMENT

B. SUPPORT/HELPDESK

CSB staffs multiple support teams to ensure that the services purchased are available and perform as represented and contracted. In order to provide customer support in a consistent, professional, and efficient manner, we offer the following specific teams and contact points:

- **C Spire Business Customers**
 - o 855-CSPIRE2 (855-277-4732) – Available 24/7/365
 - o EnterpriseSupport@cspire.com
- **Former TekLinks Customers**
 - o 877-800-8898 – Available M-F 6:00 AM CST to 6:00 PM CST.
 - o Support during non-standard business hours is provided by our 24/7 On Call team.
 - o CSB-Support@cspire.com – Contact our support team via email for service related issues and/or service changes and additions.
- **Former Guidant Partners Customers**
 - o 615-277-3345 – Available M-F 6:00 AM to 6:00 PM CST.
 - o Support during non-standard business hours is provided by our 24/7 On Call team.
 - o CompleteIT@cspire.com – Contact our support team via email for service related issues and/or service changes and additions.

- 1) **Communications Between Customer and CSB Technical Support:** CSB Technical Support will accept phone calls and email messages (each, a "Support Call") from any Customer representative reporting trouble or an outage of any Service or any related hardware or software Managed by CSB (each, an "Incident"). CSB will open a trouble ticket for each Incident described in each Support Call (a "Trouble Ticket") and will record on such Trouble Ticket the Incident Priority, each step undertaken, and each communication attempted or completed in furtherance of the resolution of the Incident. CSB will categorize each Incident by Impact and Priority and will assign to each Incident an Incident Priority.

"Incident Priorities" are assigned based on the Impact and Priority rating derived directly from Customer input. The following Incident Priorities correspond to the following response levels: 1 - Emergency Response; 2 - Urgent Response; and 3 - Normal Response.

		Impact		
		HIGH	MEDIUM	LOW
Priority	EMERGENCY	1	2	3
	URGENT	2	3	3
	NORMAL	3	3	3
	LOW	4	4	4

MASTER SERVICE LEVEL AGREEMENT

If CSB Technical Support reasonably determines that its response to a Support Call from a Customer representative other than Customer's Primary Technical Contact may cause a material disruption or change to the Service, CSB may delay such response until it can verify or confirm the Incident with Customer's Primary Technical Contact. CSB Technical Support will accept requests for changes to, or technical information about, a Service from Customer's Primary Technical Contact only. CSB will not be required to perform any activity requested by Customer that CSB believes in good faith may have a material adverse effect on or materially changes any CSB Service or systems. Support Calls initiated by other than an Authorized Contact will not be subject to SLA response times or remedies unless and until confirmed by Customer's Primary Technical Contact.

CSB will send Customer a notice of Incident resolution and will close the Trouble Ticket unless Customer objects to such closure within one (1) business day after receipt of the notice. All communications between Customer and CSB Technical Support will be in the English language.

- 2) **Support Desk:** CSB will staff the Support Desk with live technicians to receive and respond to Support Calls. CSB technicians will respond promptly to Support Calls, open and update Trouble Tickets as appropriate, and attempt to resolve the Incident by phone or online troubleshooting using Remote Support where possible. Support Desk technicians will be accessible at the email addresses listed above in section 4.B.
- 3) **Remote Support:** CSB will make Remote Support for CSB Services available at no additional charge during Support Desk Hours. Whenever possible, CSB Technical Support technicians will use Remote Support to resolve Incidents. Remote Support requires connectivity to the Device and may require a web browser.
- 4) **After-Hours Support for Former TekLinks and Former Guidant Customers:** Outside Support Desk Hours, and so long as Remote Support is possible and feasible, CSB will make After-Hours Support available at no additional charge for receiving and responding to Support Calls with Incident Priorities of Urgent Response and Emergency Response only. If After-Hours Support is requested for Normal Response Incidents, CSB reserves the right to bill Customer for such After-Hours Support at its then current hourly rate for CSB Technical Support, chargeable in six (6)-minute increments, plus reasonable out-of-pocket expenses. Some requests may not be feasibly addressed after hours even with approval of hourly billing.
- 5) **Escalation to Hands-On Field Support:** If CSB Technical Support determines in its sole discretion that Remote Support is not possible or feasible for a reported Incident, including, without limitation, the occurrence of some event or circumstance that requires the repair, modification, or replacement of any Customer Equipment located at Customer's premises that is Managed by CSB for Services, CSB Technical Support will classify the Incident as a Hands-On Field Support Incident. CSB technicians will notify the Customer's Primary Technical Contact promptly upon making a determination that an Incident will be classified as a Hands-On Field Support Incident (an "Escalation Notice"). Upon the Customer's Primary Technical Contact's receipt of an Escalation Notice, Customer will have the right to request that all further troubleshooting or work on the Incident be halted and that the Trouble Ticket be closed, without charge (or further charge) to Customer (a "Ticket Cancellation"). If Customer does not notify CSB of a Ticket Cancellation, Customer assumes all responsibility for the costs of escalation of the Support Call to Hands-On Field Support Incident status.
- 6) **Hands-On Field Support:** CSB will use all commercially reasonable efforts to provide Hands-On Field Support twenty-four (24) hours per day; seven (7) days per week; three hundred sixty-five days (365) days per year. The parties agree that all (a) engineering

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design services, (b) carrier technologies (MPLS, VPLS, AtoM); and (c) Customer Equipment replacement, repair, or upgrade will be performed as Hands-On Field Support. Notwithstanding the foregoing, however, during any warranty period for Customer Equipment, any repair (whether onsite at Customer's premises or otherwise) is the responsibility of the manufacturer, and Customer will arrange for warranty support directly with the manufacturer unless the Customer Equipment is Managed by CSB. If requested by Customer during a warranty period, however, even if it is not Managed by CSB, CSB may assign a Field Engineer to provide Hands-On Field Support, including arranging with the manufacturer for warranty support and testing the Customer Equipment once support has been provided.

CSB makes no warranty of response time for Incidents requiring Hands-On Field Support but will use all commercially reasonable efforts to provide a qualified Field Engineer for such purpose in a timely manner. Each Hands-On Field Support Incident shall include a minimum charge of one (1) hour of CSB time and thereafter shall be chargeable to Customer in six (6)-minute increments. Unless expressly set forth to the contrary in an SLA for a Service, no free Hands-On Field Support is included with any Service. Hands-On Field Support is available at hourly, block, or emergency rates.

Unless a block or emergency rate is separately agreed upon in the Order, Customer agrees to pay for Hands-On Field Support at CSB's current hourly rate for CSB Technical Support chargeable in six (6)-minute increments. Customer acknowledges and agrees that, in the event the resolution of an Incident requires Hands-On Field Support, Customer will be responsible for on-site cooperative testing with CSB Technical Support to assist in the diagnosis and correction of such Incident.

Except as expressly set forth in the Master Terms, Hands-On Field Support services do not include any warranty or representation with respect to support, and CSB expressly disclaims any warranties related to hardware replacement, software replacement, programming assistance, project management, additional product features, or other components of Hands-On Field Support services.

C. CONFIGURATION CHANGES

If expressly provided in the applicable SLA or Order, CSB will provide Configuration Change Services as described in this Section. "Configuration Changes" include, without limitation: (a) Internet protocol (IP) changes (e.g., routing, renumbering); (b) ACL modifications; and (c) account administration as reasonably necessary to support the optimal functionality of the Services. If CSB determines that a Configuration Change should be performed as a Hands-On Field Service for which Customer will incur additional charges, CSB will not implement such Configuration Change unless CSB first provides a verbal or written estimate of the cost associated with such work. Any dispute between CSB and Customer regarding whether a Configuration Change will be allowed as part of the Service Fees or will be performed as a Hands-On Field Service for which Customer will incur additional charges will be resolved in accordance with the dispute resolution provisions of the Master Terms. Configuration Changes do not include engineering design services, carrier technologies (MPLS, VPLS, AtoM), or Equipment replacements or upgrades, which will always incur additional charges. Configuration Changes are available only on Managed Devices located in a CSB facility or CSB Equipment deployed at Customer's premises that is Managed by CSB. CSB has the sole right to determine whether or not to implement any Configuration Change requested by Customer.

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D. MAINTENANCE

- 1) **Scheduled Maintenance:** CSB will use its best efforts to perform all Maintenance within the weekly "Maintenance Window" that commences on Thursday at 9:00 P.M. and ends on Friday at 5:00 A.M. "Scheduled Maintenance" means any Maintenance or change performed or to be performed during a Maintenance Window. Scheduled Maintenance also includes any Maintenance to be performed by CSB at Customer's request, whether or not performed during a Maintenance Window. Customer understands and agrees that during the performance of Scheduled Maintenance, restore operations and Backup operations will not be available. With respect to all planned major changes that could cause disruptions in any Services, not less than 14 days in advance of the applicable Maintenance Window, CSB will: (1) provide notice of such changes to Customer by email; and (2) post notice of such changes to the online CSB Maintenance Calendar located at <https://www.cspire.com/business>. Except as expressly provided in this Section, CSB will not be required to provide Customer with any notice of Scheduled Maintenance to be performed during a Maintenance Window. SLAs will not apply during any Scheduled Maintenance.
- 2) **Emergency Maintenance:** CSB may perform Maintenance at times other than during a Maintenance Window or such time as is requested by Customer if, but only if, CSB has first determined in its commercially reasonable judgment that, in order to prevent a Material Adverse Effect, it would be unreasonable to defer or delay such Maintenance until the next regularly scheduled Maintenance Window ("Emergency Maintenance"). If feasible under the circumstances, CSB will use commercially reasonable efforts to provide Customer with twenty-four (24) hours' prior written notice of the performance of Emergency Maintenance. SLAs will apply during any Emergency Maintenance.
- 3) **Service Outages; Notices:** CSB will notify Customer's Primary Technical Contact by email or phone not less than fifteen (15) minutes after the start of a Service Outage. Customer may designate one (1) additional Authorized Contact to receive phone and email notices of Service Outages. In providing any notices contemplated by this Section, CSB may rely on the latest contact information in its records for Customer's Primary Technical Contact or other Authorized Contact until such time as CSB has actually received updated contact information from Customer in writing. CSB is not responsible for its inability to provide notice if Customer has failed to provide current contact information.

E. SUPPORT LIMITATIONS

CSB Technical Support will not be responsible for end user support of issues not directly related to a CSB Service. This includes (but is not limited to) Customer systems, Customer equipment (unless Managed by CSB), Customer application support, and requests for assistance related to Customer sales or presales activities, such as completing RFPs.

5. EQUIPMENT

A. GENERAL

Customer may purchase or lease from CSB Equipment necessary to utilize the Services. Any such purchase or lease will be set forth in an Order.

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B. EQUIPMENT REQUIREMENTS

- 1) **Required Equipment and Compatible Equipment:** CSB will identify the specific Equipment required for use with each Service in the respective Order (the "Required CE"). CSB will provide Customer a list of Equipment for purchase or lease that is compatible with the Required CE, provided that CSB may modify such list of compatible Equipment at any time. CSB agrees that it will support all Required CE acquired by Customer and included on its list of compatible Equipment in accordance with this MSLA ("Supported Equipment") and the Equipment Order.
- 2) **End-of-Sale Equipment:** CSB reserves the right to classify previously Supported Equipment as "End-of-Sale." When CSB has classified previously Supported Equipment as End-of-Sale Equipment, CSB will no longer sell or lease such Equipment to Customer even if Customer previously purchased identical previously Supported Equipment. CSB will fully support End-of-Sale Equipment for not less than twelve (12) months following its classification as End-of-Sale Equipment.
- 3) **End-of-Life Equipment:** CSB reserves the right to reclassify any End-of-Sale Equipment as End-of-Life Equipment at any time following twelve (12) months after such Equipment had been first classified as End-of-Sale Equipment. When CSB has reclassified End-of-Sale Equipment as End-of-Life Equipment, CSB will no longer sell, lease, or support such Equipment. CSB will give Customer not less than sixty (60) days' prior written notice of its intent to reclassify any Equipment as End-of-Life Equipment. If Customer has Equipment that has been classified as End-of-Life Equipment CSB reserves the right to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. CSB does not relinquish this right even if Equipment was sold to Customer by CSB.

C. EQUIPMENT CONFIGURATION

Customer is responsible for all Customer Equipment configuration changes requested or implemented by Customer and not specifically outlined in this MSLA, any Order, or any SLA. Customer is responsible for any Customer Equipment modifications necessary to accommodate a Service.

D. EQUIPMENT FAILURE/HARDWARE REPLACEMENT

Unless a Vendor's warranty applies or Customer has purchased for Customer Equipment a warranty, extended warranty, or other similar arrangement from CSB, Customer is responsible for and will cover the cost of any failure of Customer Equipment. No such failure of Customer Equipment will excuse Customer's performance under any SLA or Order.

CSB is responsible for and will cover the cost of the maintenance or replacement of its Back-End Infrastructure hardware and components. In the event of a failure of such hardware or hardware components, CSB will provide replacements from CSB's inventory, if available. If replacement hardware is not available in CSB's inventory, CSB will arrange for replacements from the Vendor and CSB will not be excused from any failure to meet SLAs by which CSB is bound.

MASTER SERVICE LEVEL AGREEMENT

6. SERVICE LEVEL AGREEMENTS

A. GENERAL

The Services will be subject to the SLA Goals set forth in this Section, and Customer may be entitled to credits ("SLA Credits") if CSB fails to meet the applicable SLA Goals. CSB understands and agrees that Customer's losses incurred as a result of CSB's noncompliance with certain SLA Goals would be difficult or impossible to calculate. Accordingly, the parties agree that the SLA Credits are a reasonable estimate of damages for any such noncompliance and not a penalty. Customer must at all times cooperate with CSB in testing, determining, and verifying that a qualifying Service Outage or a deterioration or degradation of Services has occurred. CSB will initially determine, in its commercially reasonable discretion, whether a Service Outage has occurred and an SLA Credit is due to Customer. Any dispute between CSB and Customer regarding whether a Service Outage has occurred or whether an SLA Credit is due to Customer will be resolved in accordance with the dispute resolution provisions of the Master Terms.

B. SLA CREDIT REQUEST PROCESS AND LIMITATIONS

In order to receive SLA Credits, Customer's Primary Technical Contact must immediately notify CSB Technical Support of an Incident with a CSB Service that results in a Service Outage or the interruption, deficiency, degradation, delay of, or other inability of Customer to access the Service (collectively, a "Service Degradation"). A Service Outage or Service Degradation does not include Customer's inability to access such Service for any period during which Scheduled Maintenance is being performed.

CSB Technical Support will open a Trouble Ticket, investigate the Incident and inform Customer whether the Incident is a Service Outage or Service Degradation for which Customer may be entitled to a SLA Credit. Customer may submit a written request to CSB Technical Support not later than thirty (30) days following receipt of such notice to issue the SLA Credit. The appropriate SLA Credits to be reflected on Customer's bill for the Service within the next two (2) succeeding billing cycles.

In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and Network Performance Parameters (NPP) Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service. For purposes of calculating SLA Credits under this Section, the "Monthly Service Fee" will mean the monthly recurring charge for such Service as reflected on Customer's monthly invoice from CSB, excluding, in all cases: (a) all one-time charges; and (b) the monthly recurring charge attributable to CSB Equipment for such Service. SLA Credits are exclusive of any applicable Taxes charged to the Customer or collected by CSB.

C. GLOBAL SLA EXCLUSIONS

SLA Goals will not apply with respect to, and CSB will not be responsible for failure to meet, an SLA Goal resulting from the following:

- 1) Misconduct of Customer or the Users of a Service;
- 2) Failure or deficient performance of electrical power, Customer Equipment, or services or systems not provided by CSB;
- 3) Delay solely caused or requested by Customer;

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- 4) Service Outages or Service Degradations due to any access lines, cabling, or equipment provided by third parties not under CSB's control;
- 5) Service Outages or Service Degradations during any period in which CSB or its representatives are not afforded access to Customer premises where access lines associated with Service are terminated or CSB Equipment is located;
- 6) Service Outages or Service Degradations during any period when a hardware component required for a Service is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer Order, or by Customer's staff;
- 7) Contrary to CSB's recommendation, Customer's election not to release a hardware component required for a Service for testing or repair and, instead, to continue using the hardware component;
- 8) Force Majeure Events as described in the Master Terms;
- 9) Customer's failure to provide a suitable secure environment for Customer Equipment required for a Service, including, but not limited to, secure mounting and racking and appropriate cooling and air handling;
- 10) Service Outages or Service Degradations caused by Customer Equipment, configuration, routing event, or technology not Managed by CSB; and
- 11) Customer's failure to adhere to any material CSB-recommended configurations on Customer Equipment not Managed by CSB.

In addition, SLA Credits will not apply: (i) if Customer is entitled to other available credits, compensation, or remedies from CSB under the applicable SLA for the same Service Outage or Service Degradation; (ii) to Service Outages or Service Degradations not reported or confirmed by Customer's Primary Technical Contact to CSB; (iii) where Customer reports a Service Outage or Service Degradation, but CSB after diligent, good faith effort cannot confirm such Service Outage or Service Degradation; and (iv) when (but only to the extent) the Service with respect to which a Service Outage or Service Degradation is reported depends on another Service that subjects CSB to a less onerous SLA Goal.

If Customer elects to use another provider or method to restore Service during the period of a Service Outage or Service Degradation, Customer must pay the charges of such other provider for the alternative Service used.

D. SLA CLASSIFICATIONS AND SLA GOALS

The following Service Availability and Service Performance SLA Goals and SLA Credits are applicable unless an SLA expressly makes them inapplicable to a Service. Other SLA Goals and any applicable SLA Credits tied to such SLA Goals are set forth in each SLA, if applicable.

SERVICE AVAILABILITY SLA GOALS

"Service Availability" SLA Goals will apply only to Service Outages with respect to which a Service is completely unavailable. If CSB Technical Support confirms that the Service is one hundred percent (100%) unavailable, the Service Outage will be categorized as a Service Availability Incident and all SLA Credits and other remedies applicable to Service Availability will apply. Any SLA Credits and remedies not specifically defined as associated with Service Availability will not apply to the applicable Service Availability Incident. Any dispute between CSB and Customer regarding the classification of a Service Outage as a Service Availability

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Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

Goal	Remedy
99.99% availability - 4.32 minutes downtime monthly	Each hour or portion thereof that a Service is unavailable above the SLA Goal qualifies Customer for a credit of five percent (5%) of Monthly Service Fee. In no calendar month shall the total service credits, including Network Availability SLA Credits, Major Interruption Credits and NPP Credits cumulatively exceed one hundred percent (100%) of the MRC for the applicable Service.

SERVICE PERFORMANCE SLA GOALS

"Service Performance" SLA Goals will apply to Service Degradations. If CSB Technical Support determines that the Service is available albeit with performance degradation, the Incident will be categorized as a Service Performance Incident and all SLA Credits and other remedies applicable to Service Performance will apply. Any SLA Credits or remedies not specifically defined as Service Performance SLA Goals will not apply to the Incident. Service Performance SLA Credits will not be allowed more than once for any one specific Service Performance Incident. Any dispute between CSB and Customer regarding the classification of a Service Outage as a Service Performance Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

OTHER SLA GOALS

The following SLA Goals, if applicable, and any corresponding SLA Credits, if any, apply whenever a specific SLA Goal specified in an SLA has not been met. Notwithstanding any provision in this MSLA, the Master Terms, or any SLA to the contrary, such SLA Credits may qualify for consideration even when Service Availability or Service Performance SLA Credits are requested against the same Service Outage or Service Degradation.

INITIAL INCIDENT RESPONSE

The "Initial Incident Response" SLA Goal will be measured from the time Customer places a Support Call to CSB Technical Support to the time CSB Technical Support responds with respect to the underlying Incident by either phone or email. Resolution of the Incident will not be considered to be part of this SLA Goal.

Incident Priority	Goal
1: Emergency Response	1 hour
2: Urgent Response	2 hours
3: Normal Response	24 hours

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INCIDENT RESOLUTION / SERVICE REPAIR OBJECTIVE

The "Incident Resolution / Service Repair Objective" SLA Goal will be measured from the time Customer places a Support Call to CSB Technical Support to the time the underlying Incident has been resolved or a suitable workaround is in place to restore the affected Service substantially to its normal performance. The Incident Resolution / Service Repair Objective SLA Goal will be measured on an Incident-by-Incident basis and is stated as the Mean Time to Recovery ("MTTR") of the affected Service.

Incident Priority	Goal
1: Emergency Response	4 hours (6 hours for CSB Equipment located at Customer's premises)
2: Urgent Response	8 hours
3: Normal Response	48 hours

EQUIPMENT REPLACEMENT

The "Equipment Replacement" SLA Goal is measured as the MTTR of the affected Equipment. In the event of a failure of Equipment or components provided by CSB, if any, the MTTR will be determined by the associated Incident Priority assigned by CSB. If replacement Front-End Infrastructure Equipment is not readily available from CSB inventory, MTTR begins at the time CSB takes possession of said replacement Equipment. For Customer Equipment, MTTR starts at such time CSB receives the replacement Equipment from Customer and/or Vendor.

MONITORING

The "Monitoring" SLA Goal is measured from the time a Service Outage is detected by CSB Monitoring systems until such CSB Technical Support reports such Service Outage to Customer by phone or email. The Monitoring SLA Goal will be met when Customer's Primary Technical Contact or other Authorized Contact is notified by phone call or email from CSB Technical Support pursuant to the Notifications Section of this MSLA. Receipt of the notification by Customer or lack of receipt will not be considered to be part of SLA Monitoring Goal.

PROVISIONING

For purpose of any "Provisioning" SLA Goal, the duration of Provisioning with respect to any Service shall commence on the date the relevant Order is signed by Customer and shall end when the Service is fully functional and accessible by Customer.

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7. DEFINITIONS

- **Activation Date** means the earlier of (i) the date on which Service is activated on first newly contracted Customer Equipment by CSB, or (ii) 90 days from the date the Agreement is signed by Customer.
- **Back-End Infrastructure** means the back-end hardware, other Equipment, cabling, rack space, switching/routing/network infrastructure, application software, and operating software running in CSB Data Center that allows it to provide the Services.
- **Backup** means the result of copying or archiving files and folders for the purpose of being able to restore such files and folders in case of data loss occurring, for example, as a result of computer viruses, hardware failures, file corruption, fire, flood, or theft.
- **Data Center** means the physical space within the CSB facility that houses the Back-End Infrastructure used to provide Services.
- **Device** means Customer servers, desktop computers, tablets, smartphones, or other Customer-owned or provided Equipment used by Customer to receive the Services that are under Management by CSB.
- **Equipment** means servers, desktop computers, routers, switches, hardware, and other peripherals and components deployed to provide or enable the Service. Equipment may be owned or leased by CSB ("CSB Equipment") or Customer ("Customer Equipment").
- **Field Engineer** means a CSB engineer who provides CSB Technical Support Services at Customer's premises (as opposed to remotely).
- **Front-End Infrastructure** means front-end, User-side servers, desktop computers, routers, switches, other Equipment, application software, and operating system software deployed to allow Users to access the applicable Service.
- **Hands-On Field Support** means technical support provided by a Field Engineer on site at Customer's premises in response to a request for CSB Technical Support that cannot be handled by Remote Support.
- **Impact** means the effect an Incident is having on Customer, the Customer Organization, or Customer's ability to conduct its normal and customary operations. Impact, for the purpose of obtaining or providing CSB Technical Support, will be measured in three levels: (i) Low - Limited direct impact on major business processes; (ii) Medium - Business is degraded, but there is a workaround acceptable to Customer; and (iii) High - Major business processes are stopped.
- **Incident Priority** means the priority assigned to a Support Call and the underlying Incident.
- **Maintenance** means any planned or emergency activity performed by CSB in connection with an application or installation of fixes, patches, updates, or revisions to any system, Service, Device, or Equipment that is used by CSB to Provide a Service, or the implementation, routine or otherwise, of repairs, corrections, or modifications thereof.
- **Maintenance Window** means the period described in Section 4.D. of this MSLA.
- **Material Adverse Effect** means any material degradation, delay, diminution, or disruption of any Service.
- **Managed (Manage; Managing)** means CSB assumes the responsibility for providing a defined set of services.
- **Monitored (Monitor; Monitoring)** means Services where CSB monitors a Device, server, or service based on alert thresholds agreed upon by CSB and Customer. Customer is responsible for providing a list of what is to be monitored and a list of individuals to whom alerts should be delivered.

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MASTER SERVICE LEVEL AGREEMENT

- **Organization** means a set of Users of a Service defined by Customer. An Organization typically includes every employee of an individual company obtaining a Service.
- **Priority** means the scope of Users affected by an Incident. Priority, for the purpose of obtaining or providing CSB Technical Support, is measured in four levels: (i) Low – A Customer makes an inquiry or asks for help that does not affect other users or their business; (ii) Normal – One User or a small group of Users are affected; (iii) High – A Customer department or a large group of Users is affected; and (iv) Critical – All or substantially all Users are affected.
- **Provision (Provisioning)** means the process by which CSB obtains goods, equipment, and services necessary for CSB to provide a Service to Customer.
- **Service Level Agreement** means a written agreement between CSB and Customer setting forth the specific terms and conditions applicable to particular Services (as opposed to those generally applicable to all Services) identified in the applicable Order.
- **Service Outage** means a condition in which a User is completely deprived of a Service (or multiple Services) for at least fifteen (15) consecutive minutes due to a failure of a system, Device, operating system, circuit, or service that is Managed or under the direct control of CSB. This does not apply to outages during scheduled Maintenance Windows.
- **SLA Goals** means the obligations, requirements, and standards CSB sets with respect to the delivery of Services to Customer.
- **User** refers, with respect to a given Service, to an individual authorized by Customer to utilize such Service.
- **Vendor** means a third-party manufacturer, supplier, or vendor.

[End of Master Service Level Agreement]

Attachment: Master Terms & Conditions



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

These Master Terms and Conditions for state and local government entities ("Terms and Conditions") govern the provision of Services and Products by TekLinks, Inc. dba C Spire Business ("Company") to the customer ("Customer") named on a services quote, statement of work, or purchase order (each, an "Order") that incorporates these Terms and Conditions by reference and is signed by Customer. Each Order, these Terms and Conditions, the Master Service Level Agreement ("Master SLA"), any specific Service Level Agreement ("Service Level Agreement"), if applicable (all of which can be found at <https://www.cspire.com/crms/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.

11 **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 each Service is 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 current Company list rates on a month-to-month basis (each a "Renewal Term" and collectively with the Service Term, the "Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the then current Term.

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 forty-five (45) days of the invoice date ("Due Date"). The first Monthly Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. (b) Non-Recurring Fees. Except as expressly set forth to the contrary in an Order, all non-recurring charges for Professional Services and Products ("Non-Recurring Fees" and collectively with Monthly Service charges, "Fees") stated on the Order shall be due on the Due Date set forth in the Order, and any non-recurring installation charges stated on the Order shall be due on the Due Date of the first invoice. (c) Taxes. Any applicable surcharge, federal, state, local, excise, sales tax, or similar levy, if any, 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, upon ten (10) days' advance written notice to Customer, 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, but only to the extent that thereupon Customer's fees paid match the level of use of the Services. Notwithstanding the foregoing, in no event will Customer's Fees for Services at any time fall below any minimums set forth in the Order. (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 1.20\(b\)](#)) 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.

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

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

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

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

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

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

112 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 possesses all required rights, including software and/or firmware licenses, to use the interface device with the Service. 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. 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.

113 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 113(b) through Section 113(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 112(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 113(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's systems all such Nonpublic Personal Information relating to this Agreement and shall certify in writing to Customer that all such Nonpublic Personal Information has been deleted and erased in accordance with applicable laws.

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

(f) CPNI. The Federal Communications Commission ("FCC") has established rules related to Customer Proprietary Network Information ("CPNI") as codified in 47 C.F.R. 64.2010. The rules require procedures to verify and authenticate customers before providing access to CPNI, which includes call detail and certain billing information. Company is committed to customer privacy and security of customer information and our privacy practices are described in further detail at cspire.com/privacypolicy.com. 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.

114. VENDOR TERMS OF USE. Company does not develop or manufacture any Products but is an authorized reseller and sub-licensor of certain Third-Party Software and Third-Party Equipment provided by third-party vendors, manufacturers and developers unrelated to Company (collectively,

"Vendors") All Intellectual Property Rights relating to Products are and shall remain the exclusive property of Vendors or their licensors. Vendor terms and conditions of sale or license may apply to Products provided by Company to Customer under this Agreement, and such Vendor terms and conditions are incorporated herein by reference.

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

1.16 **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.

1.17 **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.

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

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

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.

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

119 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 120, (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 expense 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.

120 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 for 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 installation 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.

1.21 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.

1.22 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.

1.23 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.

1.24 GOVERNING LAW; 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. TO THE EXTENT ALLOWED BY LAW, THE PARTIES WAIVE ANY RIGHT TO 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 OR OTHER PROCEEDING. IF ANY SUIT OR ACTION IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF AN AGREEMENT, THE PREVAILING PARTY WILL BE ENTITLED TO REASONABLE ATTORNEYS' FEES AND COSTS AS PERMITTED UNDER APPLICABLE LAW, IN ADDITION TO ANY OTHER RELIEF TO WHICH SUCH PARTY MAY BE ENTITLED. The provisions of this Section shall survive the termination of this Agreement and the use of the Services and Products pursuant hereto.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 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.

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

1.32 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 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 forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

1.33 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

1.34 **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. Digital Forensic services and Incident Response services are not offered by Company, and as such, those services are specifically excluded from all Services purchased by Customer.

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 F911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASE COMPANY AND COMPANY PARTIES, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM

ANY AND ALL LOSSES BY, OR ON BEHALF OF, CUSTOMER, CUSTOMER PARTIES, OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT 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 requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of VoIP Service with or by, Customer's Internet service provider ("ISP") and/or broadband provider, VoIP Service will not function, but Customer will continue to be billed for the VoIP Service unless and until you or Company terminate VoIP Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, VoIP Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require Customer to reset or reconfigure the Equipment prior to utilizing VoIP Service. Should Company suspend or terminate VoIP Service, VoIP Service will not function until Company restores VoIP Service (which may require the payment of all invoices and reconnection fees owed by Customer to cure any breach of this Agreement by Customer).

2.7 SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls, and medical monitoring devices, are not compatible with Company's VoIP Service. 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. (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's data centers. The scope of such audits must be limited to the Customer network and may not include any shared environments that may affect other customers of Company. Customer will pay all costs of any audits conducted by its third-party auditor. If the audit reveals material inadequacies in Company's security measures, policies and procedures, and Company agrees with the audit report, Company will work with Customer to remediate or mitigate such inadequacies in accordance with the terms of any applicable Service Level Agreement.

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

The following additional Terms and Conditions are applicable only to software and secure office Services purchased by Customer from Company. To the extent of a conflict between the Terms and Conditions set forth in Section 1 of 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 monitor Customer's access to applicable services or environment for consistency under this Agreement and 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 FOB 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 or 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. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL COMPANY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF PRODUCTS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, DOWNTIME OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. COMPANY WILL NOT BE LIABLE, 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 outlined 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

Why C Spire is the Right Partner for You

You're here to win. So why go it alone? With C Spire, you get technology solutions to grow and protect your business at every turn, backed by our team of certified engineers who are always on and always ready to help you execute with confidence. As your IT partner, we also deliver up-to-the-minute insight to help you stay ahead of every IT challenge, providing the solutions you need now and flexibility to adapt to what's next.

Our Expertise

With over 200 certified engineers at the ready, you can connect with resources who know your field, from finance to healthcare to the public sector. We'll work with your team to deliver the best solutions for your IT goals. Because "one size fits all" just doesn't cut it.

Our Solutions

Gain access to a wide range of best-in-class solutions to help your business dominate day in and day out. Here are some of the services we can offer.

Internet & Network Connectivity

Gain the ultra-fast internet, reliability and bandwidth your business needs to keep running at its best — no data caps or throttling. Plus, with professional on-site installation and flexible scheduling, you get

- Gigabit business fiber internet
- Over 19,000 miles of fiber
- Dedicated, in-region support
- 24/7 monitoring for constant uptime

Collaboration

Give your teams the tools to collaborate securely on any device anywhere with C Spire Voice with WebEx, your all-in-one unified communications solution.

- **Call** — Swap between desk phone, smartphone, tablet or computer with the same core experience on every device.
- **Message** — Connect your internal and external teams with smarter, easier messaging for instant collaboration across apps.
- **Meet** — Join secure virtual meetings with streamlined cloud integration for calendaring, screen sharing, and more.

Desk & Conference Phones

Get industry-leading business phones that set the standard for performance and premium features. Available as part of your service package or for purchase.

Cloud Contact Center

Gain a robust hosted call-center platform with all the features you need to handle calls efficiently. Ideal for businesses that have call centers with 20 or more agents.

Microsoft 365

Make sure you get the most from Microsoft's industry-leading tools and applications with access to our flexible plan offerings and intuitive self-service platform.

- **Expert Advice** — Get help selecting plans and maximizing your ROI to manage costs while you keep your employees connected and productive.
- **Easy Migration** — Let our experts address any questions and concerns and help make switching to Microsoft 365 as seamless as possible.

- **Self-Service** — Control your Microsoft 365 plan your way with easy-to-use tools to manage your users, groups, permissions and licenses.
- **Office 365** — Enhance your productivity with always-up-to-date applications for email, calendaring, data storage, analytics, file sharing and more.

Cloud Solutions

Upgrade your data capabilities with the power of the C Spire Cloud, built for unparalleled security and availability. We'll help you find the right solutions for your challenges, from outgrowing infrastructure to limited resources for managing data and applications.

- **Hyperscale Cloud** — Connect over a network of world-class edge locations for a full suite of low-latency deployment cloud services.
- **Private Cloud** — Gain highly available service through dedicated computers, storage and networking, managed by expert engineers.
- **Hybrid Cloud** — Get the best of public and private clouds in one customizable solution — flexible, efficient and cost-effective.
- **AWS/Azure Integration** — Make the cloud simple with access to all the resources you need via Amazon Web Services (AWS) and Azure Integration Services.
- **Virtual Data Center** — Create custom virtual servers for on-demand server power and unparalleled flexibility to evolve with your IT needs.

Data Center Services

Connect to our five owned and operated C Spire Data Centers around the Southeast, as well as resources from our network of nationwide partners. From public hosting to certified Tier III, we'll help you find the right option for your data storage.

- **Colocation** — IT professionals turn to C Spire when they want to utilize their current equipment and staff to manage and maintain infrastructure, but need to house it in a secure, cutting-edge facility.
- **Private Cloud** — Get the same level of control you expect from on-premises data storage with the scalability and accessibility only the cloud can offer.

Key data center features include:

- Multi-layered redundancy and robust data replication grid
- Verified ID through keycards and biometric screening
- Copper grounding, overhead power, HVAC controls, ionized humidifiers, ductless A/C and cold water chilling

Resale & Professional Services

When it comes to technology, getting the best of the best matters. It's why C Spire gives you access to the top value-added hardware and software from industry leaders, along with experienced, vendor-certified engineers. Our team trains on the latest technologies so yours doesn't have to, ensuring smooth, stress-free completion of even the most complicated projects. Since we specialize in managed IT and professional services, you can also easily add management or support for any of your equipment to make C Spire your one-stop IT shop.

Our Partners

At C Spire, high standards come standard. You get access to the top technology, expertise and partner-level discounts because we work tirelessly to earn top certifications of leading tech companies like Cisco, Dell, Microsoft, Rubrik and Palo Alto. Partner with us and know your business can always expect the best.

RESOLUTION NO. 1478-2025

A RESOLUTION AWARDING A BID FOR THE SPANISH FORT TOWN CENTER PICKLEBALL COMPLEX

WHEREAS, the Mayor and City Council find that the lowest responsible and responsive bid submitted for the construction of Spanish Fort Town Center Pickleball Complex in the City of Spanish Fort was submitted by Harris Contracting Services, Inc., doing business as Harris General Contractors; and

WHEREAS, the City Council desires to award the bid for the Spanish Fort Town Center Pickleball Complex to Harris Contracting Services, Inc., doing business as Harris General Contractors, in accordance with its bid received on January 16, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA. AS FOLLOWS:

SECTION 1. The City Council awards the bid to Harris Contracting Services, Inc., doing business as Harris General Contractors, for the construction of the Spanish Fort Town Center Pickleball Complex in the City of Spanish Fort in accordance with the bid dated January 16, 2025, with a base bid amount of \$693,000.00. The Mayor is authorized to execute a contract with Harris Contracting Services, Inc., doing business as Harris General Contractors, for the construction of the project, subject to any changes deemed necessary by the Mayor.

SECTION 2. If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution which shall continue in full force and effect notwithstanding such holding.

ADOPTED and APPROVED this _____ day of _____, 2025

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines, CMC
City Clerk



January 16, 2025

Mayor Michael McMillan
City of Spanish Fort
7361 Spanish Fort Boulevard
Spanish Fort, AL. 36527

RE: Spanish Fort Center Pickleball Complex

Mayor,

Attached, please find the bid tabulation for the above referenced project. Bids were received on January 16th, 2025, from the following:

- S.C. Stagner Contracting, Inc.
- Harris General Contractors
- Jim Cooper Construction, Inc.
- PL Russell, LLC
- Blade Construction, LLC

The bids were received as followed:

1. S.C. Stagner Contracting LLC submitted a bid of \$836,038.00. There were no discrepancies found in their bid.
2. Harris General Contractors submitted a bid of \$693,000.00. The amount read aloud at the bid opening and listed on the bid form was \$698,000.00, but upon review of the bid packages we discovered a hand written note on the back of the envelope stating “deduct 5,000.00 (Five Thousand)”, effectively reducing the final bid price to \$693,000.00.
3. Jim Cooper Construction submitted a bid of \$844,142.00. There were no discrepancies found in their bid.
4. PL Russell, LLC submitted a bid of \$789,383.00. There were no discrepancies found in their bid.
5. Blade Construction LLC submitted a bid of \$812,460.50. There were no discrepancies found in their bid.



thompson
ENGINEERING

All bidders were found to have met the licensing and previous project experience requirements for the project and included the required bid bond and acknowledgement of addenda.

Considering the above information, we respectfully recommend that the City of Spanish Fort award this project to Harris General Contractors for the low bid amount of \$693,000.00.

If you have any questions or need additional information, please let me know.

Sincerely,
THOMPSON ENGINEERING, INC.

Nick Combs, P.E.
Project Engineer

RESOLUTION NO. 1479-2025

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPANISH FORT, ALABAMA, TO ENTER INTO AN AGREEMENT FOR THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SPANISH FORT

WHEREAS, the owner of certain real property located within the corporate limits of the City of Spanish Fort, Alabama, has been in discussions with the City regarding the sale of certain real property to the City of Spanish Fort to be used for municipal purposes; and

WHEREAS, the Spanish Fort City Council is willing to purchase the property subject to certain terms and conditions to be set forth in the Agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPANISH FORT, ALABAMA, AS FOLLOWS:

SECTION 1. The Mayor of the City of Spanish Fort is hereby authorized to enter into an agreement for the acquisition of certain real property located in Battle's Wharf Subdivision in the City of Spanish Fort. The proposed Contract of Purchase and Sale is attached as Exhibit 1, subject to any changes deemed necessary by the Mayor.

SECTION 2. The Mayor of the City of Spanish Fort is hereby authorized to execute on behalf of the City any and all documents deemed necessary to acquire the subject property. The Mayor is also authorized to expend such funds as may be necessary to acquire the property and pay all closing costs and due diligence costs.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

Adopted and approved this _____ day of _____, 2025.

Michael M. McMillan
Mayor

ATTEST:

Rebecca A. Gaines
City Clerk

Exhibit 1

STATE OF ALABAMA
COUNTY OF BALDWIN

CONTRACT OF PURCHASE AND SALE

This Contract of Purchase and Sale is entered into on this the 17th day of JANUARY, 2025, by and between UNITED BANK, an Alabama corporation (hereinafter referred to as "Seller"), and THE CITY OF SPANISH FORT, ALABAMA, an Alabama municipal corporation (hereinafter referred to as "Buyer").

W I T N E S S E T H :

FOR AND IN CONSIDERATION of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually covenant and agree as follows:

1. Agreement of Purchase and Sale -- Subject to the terms and conditions as hereinafter set forth, Seller agrees to sell, and Buyer agrees to purchase and pay for according to the terms set forth below, the following described real property and improvements situated thereon in Baldwin County, Alabama, to-wit:

Lot 2 of Battle's End Subdivision according to the map or plat thereof recorded on Slide 2370- D in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

Said lands and improvements are hereinafter referred to as "Seller's Property".

2. Payment and Amount of Purchase Price -- Seller and Buyer agree that the purchase price to be paid for the Seller's Property shall be the sum of Five Hundred Twenty-five Thousand Dollars (\$525,000.00). Simultaneously with the execution of this Contract, Buyer has remitted to Alabama Land Title Company, Inc., as Escrow Agent, an earnest money deposit in the amount of Five Thousand Dollars (\$5,000.00) which shall be credited toward the purchase price. The balance of the purchase price in the amount of Five

Hundred Twenty Thousand Dollars (\$520,000.00) shall be paid by the Buyer to Seller at closing, in certified funds.

3. Title Insurance and Survey -- Seller shall furnish to Buyer, at Seller's expense, an ALTA Owner's Title Insurance Commitment issued by Alabama Land Title Company, Inc., agreeing to insure Seller's Property to Buyer in an amount equal to the purchase price. Said Commitment for Title Insurance shall be delivered to Buyer not later than twenty-one (21) days from the date of full execution of this Contract by the parties, and said Commitment shall be subject only to such exceptions and other matters which are acceptable to Buyer, in Buyer's sole discretion. In addition, Seller shall obtain, and provide to Buyer, a survey of the Seller's Property, at Seller's expense, performed by a registered land surveyor in the State of Alabama, which survey shall indicate no encroachments, encumbrances, rights of way or other matters except those which are suitable to Buyer, in Buyer's sole discretion. In the event the Buyer determines that the survey and Title Commitment provided for herein are not acceptable, in Buyer's sole discretion, Buyer shall have the right to terminate this Contract, and the earnest money deposited hereunder shall be returned to Buyer. In that event, the parties shall have no further rights, duties or obligations under this Contract.

4. Seller's Representations and Warranties -- Seller hereby represents, warrants and covenants unto Buyer as follows:

- A. Seller's Property is not the subject of any representation or outstanding agreement with any party pursuant to which any such party may acquire an interest therein;
- B. Seller has received no notice of taking or condemnation, actual or proposed, with respect to the Seller's Property or any portion thereof;
- C. There are no lawsuits or legal proceedings pending or threatened regarding ownership, use or possession of Seller's Property;

- D. There are no parties in possession of any portion of Seller's Property as lessees, tenants at sufferance, trespassers or otherwise;
- E. There has been no material or labor furnished for the Seller's Property for which payment has not been made, and there are no mechanic's or materialmen's claims of nonpayment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to Seller's Property;
- F. Between the date hereof and the closing date, Seller shall not sell, transfer, convey or mortgage the Seller's Property, or any part thereof, or take any other action, or permit any action to be taken by any other person, that might affect title to the Seller's Property or otherwise impair the value of the Seller's Property to Buyer;
- G. All general real estate and ad valorem taxes assessed or imposed against the Seller's Property have been paid prior to closing (excepting only ad valorem taxes for the year in which the closing hereunder occurs that have not been billed prior to the closing date), and Seller shall furnish evidence of such payment to Buyer and the title company selected by Buyer. There are no proposed unusual changes in the real estate taxes applicable to the Seller's Property, and no special assessments exist, have been levied or are contemplated or pending against the Seller's Property;
- H. That there does not exist, nor has there ever existed, over, beneath or on the Seller's Property any hazardous substance, pollutants or contaminants, as defined, regulated and/or prohibited by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA" or the "Federal Superfund Act") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. Sections 9601-9605, or hazardous waste as defined, regulated and/or prohibited by the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act, 33 U.S.C. Section 1321 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., all as the same may be from time to time amended and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance;
- I. That the Seller has obtained all federal, state and local environmental permits necessary or required for their use and occupancy of the Seller's Property, that the Seller is in full compliance with the terms and conditions of any such environmental permits which may have been issued, that no investigation or action regarding hazardous substances, material or waste is pending or threatened, that Seller

knows of no fact or circumstance that may give rise to any future civil, criminal or administrative proceeding relating to environmental matters, and that there are no underground storage tanks located on the Seller's Property (or if such tanks are located thereon, that the same are in compliance with all applicable laws, regulations and ordinances and that the same have been duly and timely registered with the Alabama Department of Environmental Management and any other appropriate authority).

All of the foregoing representations and warranties shall be deemed to be true as of the date hereof and shall be true on the closing date. In the event that any of the foregoing representations or warranties should not be true during the period commencing on the date hereof and ending on the closing date, Seller agrees to perform such actions as may be necessary to cure such defects prior to the closing date.

5. Buyer's Representation and Warranty – Buyer hereby represents and warrants that it has the authority to enter into this Contract on the terms and conditions contained herein.

6. Inspection of Property -- Seller hereby grants to Buyer and its agents, representatives or assigns a license to enter onto the Seller's Property at all times during the term of this Agreement and to perform such examinations of the Seller's Property and to make such appraisals, surveys, soil borings and other tests or inspections as Buyer deems necessary to determine the suitability of the Seller's Property for the purposes of the Buyer, provided said tests shall not be so exercised as to damage the Seller's Property materially or to interfere substantially with the use or occupancy by Seller. Buyer agrees to indemnify and hold Seller harmless against loss or damage from claims resulting from Buyer's conduct of its tests and investigations on the Seller's Property. In the event the Buyer determines that the aforementioned examinations, inspections, investigations or tests conducted hereunder are not acceptable, in Buyer's sole discretion, Buyer shall have the right to terminate this Contract, and the earnest money deposited hereunder shall be returned to Buyer. In that

event, the parties shall have no further rights, duties or obligations under this Contract.

7. Closing -- The Closing of this transaction shall take place at a mutually agreeable time and location not later than ninety (90) days following delivery to Buyer of the title insurance commitment and survey as provided for in paragraph 3. above. At such Closing, Seller shall convey Seller's Property to Buyer by general warranty deed in the form customarily used in similar transactions in the State of Alabama and with full covenants of warranty, subject only to such exceptions or other matters deemed acceptable to Buyer, in Buyer's sole discretion. Seller shall pay for: (i) the ALTA Title Insurance Commitment and Policy; (ii) cost of survey; (iii) Seller's attorney's fees; (iv) deed preparation; and (v) a real estate commission to Seller's Broker in the amount of four (4%) of the purchase price. Buyer shall pay for: (i) Buyer's attorney's fees; and (ii) costs and fees of closing agent.

8. Proration of Taxes -- Ad valorem taxes applicable to Seller's Property shall be prorated between Buyer and Seller as of the date of Closing. If, on such date, the rate of taxes or amount of assessment is undetermined, such taxes shall be prorated on the basis of the rate or amount applicable for the next preceding year and promptly reprorated upon issuance of final bills therefor.

9. Agency Disclosure -- Seller and Buyer hereby acknowledge that, other than Stirling Properties, LLC ("Seller's Broker"), no real estate agents or brokers are acting on behalf of either party, and that, other than as provided for herein, no commissions are to be paid by either party. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

10. Notices – Any notice pursuant to this Contract shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) facsimile transmission or electronic transmission (provided that such facsimile transmission or electronic transmission is confirmed), sent to the intended addressee at the address set forth below or at such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Contract, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Contract, or, in the case of facsimile transmission or electronic transmission, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Contract shall be as follows:

If to Seller:

UNITED BANK
GREG WALKER
9102 INDEPENDENCE AVE
DAPHNE, AL 36526
Email: GREG.WALKER@UNITEDBANK.COM
Facsimile: 251-446-6152

If to Buyer :

CITY OF SPANISH FORT
Attention: Mayor Michael M. McMillan
7361 Spanish Fort Boulevard
Spanish Fort, Alabama 36527
Email: mayor@cityofspanishfort.com
Facsimile: (251) 626-4880

11. Assignment -- No assignment of this Contract or any right or duty accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12. Recordation -- Buyer and Seller mutually covenant that neither party shall record this Contract or any memorandum thereof in any Probate Court of the State of Alabama.

13. Binding Effect -- This Contract shall inure to the benefit of, and shall be binding upon, each of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

14. Survival -- Each and every provision of this Contract shall survive the closing and shall not be nullified or affected by the Closing.

15. Time of the Essence -- Time is of the essence as to all matters covered in this Contract.

16. Entire Agreement -- This Contract and the documents referred to in this Contract constitute the entire agreement between the parties, and there are no other conditions, covenants or agreements which shall be binding between the parties.

17. Rule of Construction -- The parties hereto acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

18. Miscellaneous - Words of any gender used in this Contract shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise.

The captions used in connection with the sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

19. Governing Law -- This Contract shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

20. Condition of Buyers Performance – Seller and Buyer agree that the Buyer's obligation to perform under this Contract is expressly conditioned on the approval of this Contract by the Spanish Fort City Council, in its discretion, in accordance with all applicable laws, rules and regulations. In the event the aforementioned condition is not satisfied prior to the closing date, Buyer shall have the right to terminate this Contract, and the earnest money deposited hereunder shall be returned to Buyer. In that event, the parties shall have no further rights, duties or obligations under this Contract.


21. Financing Contingency – Seller and Buyer agree that the Buyer's obligation to perform under this Contract is expressly conditioned on the Buyer obtaining a loan in the amount of the purchase price on terms and conditions deemed satisfactory by the Spanish Fort City Council, in its discretion, in accordance with all applicable laws, rules and regulations. In the event the aforementioned condition is not satisfied prior to the closing date, Buyer shall have the right to terminate this Contract, and the earnest money deposited hereunder shall be returned to Buyer. In that event, the parties shall have no further rights, duties or obligations under this Contract.

22. Counterparts – This Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Contract.

IN WITNESS WHEREOF, Seller and Buyer have hereunto set their hands and seals by and through their duly authorized representatives on the date and year first above written.

(Signature and Notary Pages to Follow.)

SELLER
UNITED BANK
an Alabama corporation

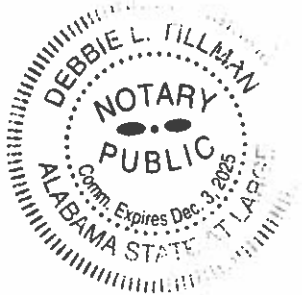

By: MICHAEL R VINCENT
Its: PRESIDENT & CEO

STATE OF ALABAMA

COUNTY OF Baldwin

I, Debbie L. Tillman, a Notary Public, in and for said County in said State, hereby certify that Michael R. Vincent, whose name as President & CEO of UNITED BANK, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and seal this 17 day of January, 2025.



Debbie L. Tillman
Notary Public, Baldwin County, Alabama
My Commission Expires: 12-3-2025

BUYER
CITY OF SPANISH FORT, ALABAMA,
an Alabama municipal corporation

By: _____
MICHAEL M. McMILLAN
As Mayor

ATTEST:

Rebecca A. Gaines, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, a Notary Public, in and for said County in said State, hereby certify that MICHAEL M. McMILLAN, whose name as Mayor, and REBECCA A. GAINES, whose name as City Clerk of the City of Spanish Fort, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this _____ day of _____, 2025.

Notary Public, Baldwin County, Alabama
My Commission Expires: _____

This instrument prepared by:

DAVID J. CONNER of
CONNER LAW FIRM
23710 Highway 98, Suite B
Fairhope, Alabama 36532