

GEORGE FLAGGS, JR.
MAYOR



WILLIS T. THOMPSON
ALDERMAN

MICHAEL A. MAYFIELD, SR.
ALDERMAN

City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3411

February 10, 2017

G.F. _____
M.M. _____
W.T. _____
FEB 9 1 2017

Board of Mayor and Aldermen
City of Vicksburg
Vicksburg, Mississippi 39181-0150

Gentlemen:

Attached is the Supplement Agreement to the State of Mississippi Wireless Contract #3489. We have the ability to piggyback off the State Contract to receive the best quality for the right price.

With concurrence of Nancy Thomas, City Lawyer, we request the agreement be signed with C Spire Wireless, of Ridgeland, MS., via the attachment

Sincerely,

A handwritten signature in cursive script, reading "Ann Grimshel".

Ann Grimshel, CPPB
Purchasing Director

attachment



July 13, 2016

Ladies and Gentlemen,

C Spire has been privileged to have been the State's wireless services provider for the State of Mississippi since the inception of Contract No. 3489 in June 2007. As the only communications provider born in the State of Mississippi, we hope we have demonstrated our commitment to Local government so that you will continue to rely upon C Spire as your wireless provider. C Spire has always made every effort to be the best provider in this region since 1988 and we understand how critical both efficiency and effectiveness are on a daily basis, and (even more so) in times of crisis. We hope we have proven ourselves to you over the last decade as the government's main technology ally. No national carrier can match our dedication, Local support, or commitment to Mississippi as evidenced by the following:

- Proactive, reliable and exceptional customer service
- Extensive state network with a pledge to increase in-building coverage when needed
- Responsiveness in disasters and other emergency situations
- Revenue dollars which remain in the State of MS and are reinvested in the state
- Significant investments annually to serve the citizens of Mississippi

In December 2015, State of Mississippi Department of ITS issued RFP No. 3820 for Statewide Cellular Voice and Data Services and Equipment. RFP No. 3820 was awarded to C Spire & AT&T Mobility, as the lowest and best responders to the RFP. The evaluation for this award was based on functional, technical and cost components.

State agencies and public universities purchasing cellular devices and services must use this award; however, Local government is **not required** to use the State of Mississippi ITS Contract No. 3820 ("Contract"). If **Local government** chooses to procure **outside** of the Contract, the normal purchasing processes should be used. Please note C Spire will extend the new government rate plans and equipment pricing offered within the Contract to all Local government entities, regardless of whether they purchase within or **outside** of the Contract. As new pricing and additional products and services become available on the Contract, these updates will also be applicable for Local government.

C Spire will continue to honor the existing plans offered within Contract No. 3489. In an effort to assist with the transition from Contract No. 3489 to Contract No. 3820, C Spire will offer the new plans and pricing until your procurement process is complete. C Spire has proactively made changes on (2) of our most popular plans with your most recent billing.

- The \$59.99 MS Government Unlimited Smartphone plan is now priced at \$47.88 **50.26 tax**
- The \$39.99 MS Government Unlimited Data Card plan is now priced at \$33.99 **34.19 tax**
- Additional rates can be viewed at <http://www.its.ms.gov/Services/Pages/Cellular.aspx>
- Upon review, plan change requests should be emailed to afbgov@cspire.com for processing

Again, C Spire is very grateful for the relationships with Mississippi's Local government entities through the years. We have worked diligently to earn your trust and hope to continue our partnership. C Spire would appreciate the opportunity to continue to provide the network, customer service, responsiveness, and respect which you deserve.

Sincerely,

A handwritten signature in black ink, appearing to read "Terrell Knight".

Terrell Knight

Vice President, Government Sales and Economic Development



C SPIRE®
LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT
IMPORTANT: READ THIS DOCUMENT AND THE TERMS AND CONDITIONS
ATTACHED HERETO ENTIRELY BEFORE SIGNING

Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Further, Customer, by signing below, does also certify that the service plans on the attached proposal have been reviewed by Customer and that Customer understands the service plans, monthly access charges, usage charges, and cancellation fees (if applicable). Said rate plan is herein incorporated by reference, and Customer agrees to the Terms and Conditions therein set out by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

(Please type or print)

Customer Name: City of Vicksburg Tax ID #: 64-6001174
Billing Address: PO Box 150 City/State/Zip: Vicksburg, MS 39181
Physical Address: 805 South St. City/State/Zip: Vicksburg, MS 39180

Account Number(s):

0034649068 _____

The following persons are authorized to sign on behalf of Customer to activate/disconnect service or otherwise make any changes to Customer's account, and C Spire may make changes to Customer's account based on the instructions of any of the following individuals:

Name/Title	Contact #	Email Address
1) Ann Grimshe	Purchasing Director	601-619-7888/ann@vicksburg.org
2) Tara Brown	Fixed Assets	601-801-3415/tbrown@vicksburg.org
3) Chasity Baker	Warehouse receiving	601-801-3807/chaker@vicksburg.org
4)		
5)		

NOTE: By signing below Customer acknowledges having read this entire Agreement and agrees to all of the terms thereof, including but not limited to the Terms and Conditions attached hereto.

Printed Name/Title of Authorized Signer: _____

Signature of Authorized Signer: _____ Date _____

Please return signed Agreement to msgov@cspire.com.



TERMS AND CONDITIONS TO

LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT ("Agreement")

The Agreement is entered into on the date executed by Customer as set forth on the first page of this Agreement (the "Effective Date"), and it is by and between Cellular South, Inc., a Mississippi corporation doing business as C Spire ("C Spire"), and the Customer set forth on the first page of this Agreement ("Customer"). C Spire and Customer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Services. Customer agrees to purchase wireless telecommunications equipment and services on the terms and conditions set forth herein and in the attached Exhibit A.
2. Term. The initial term of this Agreement shall be from the Effective Date and shall end two (2) years later (the "Initial Term"). At the end of the Initial Term this Agreement shall renew on a month to month basis (each a "Renewal Term") until either Party provides the other Party with written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term."
3. Liquidated Damages Termination Charges. If Customer purchases Equipment at less than the full retail price during the Term, then Customer's failure to purchase Services for the twenty-four (24) month promotional period from the date of activation may result in Liquidated Damages Termination Charges as set forth in the Service Agreement set forth as Exhibit B hereto. Notwithstanding what is set forth in Exhibit B, C Spire agrees that no Liquidated Damages Termination Charges will apply if Customer terminates this Agreement due to lack of funding and Customer returns its Equipment to C Spire. C Spire also agrees not to impose Liquidated Damages Termination Charges if certain Customer employees retire or their job is eliminated during the promotional period and Customer wishes to terminate their Service, provided that Customer returns the Equipment to C Spire. The Equipment must be returned in reasonable condition for the waiver of Liquidated Damages Termination Charges to apply. For example, if all Equipment is returned in reasonable condition then no Liquidated Damages Termination Charges will apply. If only a portion of the Equipment is returned or a portion is returned in unreasonable condition, then only an equivalent proportion of the Liquidated Damages Termination Charges shall apply. Customer should send C Spire at least thirty (30) days written notice to msgov@cspire.com if



Customer wishes to terminate this Agreement or terminate certain users for the reasons/exceptions set forth in this Section 3.

4. Notices. Any notice required by this Agreement shall be in writing and shall be given by (a) hand delivery, (b) certified or registered United States mail, return receipt requested and postage prepaid, or (c) via overnight courier service. Customer's address for notices is set forth on the first page of this Agreement. C Spire's address for notices is: C Spire, 1018 Highland Colony Parkway, Ridgeland, MS 39157, Attn: Sr. VP, Enterprise Markets. Notices are effective upon receipt. Either Party may change its address for notice by giving the other Party notice thereof in compliance with this Section.
5. Exhibits. Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply, and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Notwithstanding the foregoing, C Spire acknowledges that it shall provide Customer with the pricing set forth in Exhibit A for the Term. Further, Customer, by signing below, does also certify that the Service plans, Wireless Devices, and pricing attached hereto as Exhibit A has been reviewed by Customer and that Customer understands the Service plans, Wireless Devices, and pricing. Said Service plan(s) is herein incorporated by reference.

The Service Agreement attached hereto as Exhibit B is incorporated herein by reference, and Customer agrees to the terms of the Service Agreement by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

Should any terms contained within this Agreement or any exhibit attached thereto or made a part of the Agreement conflict with the terms set forth herein, then the terms herein shall control. No modification of this Agreement may be made absent notice of such modification to Customer and the parties executing an addendum to this Agreement.

6. No Assignment. No Party to this Agreement shall assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, provided, however, that C Spire may, without the prior consent of Customer, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or voting stock to another entity provided said entity assumes all of C Spire's obligations hereunder.
7. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties and supersede any prior agreements or understandings between the Parties whether written or oral.



Exhibit A

Service Plans and Equipment



Exhibit B
Service Agreement



SERVICE AGREEMENT ("Agreement")

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

DEFINITIONS: "Agreement" means this Service Agreement, these Terms and Conditions, and all provisions maintained at www.cspire.com that set forth the manner in which we provide Wireless Devices and Service to Customers, such as rate plans, access charges, fees, taxes, and surcharges, and the Wireless Device(s) Customers have selected. "Customer" means such individual customer or entity who agrees to the terms of this Agreement (Customer may also be referred to herein as "you" or "your"). "Service" shall mean any and all types of services purchased from or furnished by or through C Spire or its affiliates including, but not limited to, voice, data, video, broadband services and transmission services, whether provided via wireless, VoIP, time division multiplexing, broadband connection, or other transmission medium. "Wireless Device" shall mean the cellular/wireless telephone, smartphone, personal digital assistant, laptop computer, tablet, and/or other device or equipment, including, but not limited to, accessories, that Customer has purchased or which have been furnished to Customer through lease by C Spire, a third party, or otherwise.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THEIR WIRELESS DEVICE MAY INCLUDE ONE OR MORE FEATURES WHICH PREVENT CUSTOMER'S USE OF THE WIRELESS DEVICE AS A HOME CUSTOMER OF ANY OTHER CARRIER AND THAT C SPIRE HAS NO OBLIGATION TO DEACTIVATE THIS FEATURE OR TO MAKE ANY CHANGE TO THE WIRELESS DEVICE TO ALLOW CUSTOMER TO USE IT AS A HOME CUSTOMER OF ANOTHER CARRIER IN THE EVENT CUSTOMER DEACTIVATES SERVICE WITH C SPIRE. CUSTOMER HEREBY RELEASES C SPIRE AND AGREES TO INDEMNIFY AND HOLD C SPIRE AND C SPIRE'S SUPPLIERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OR RESULTING FROM THE PRESENCE, USE, OR ACTIVATION OF SUCH FEATURES ON CUSTOMER'S WIRELESS DEVICE.

GENERAL: Customer understands and agrees that Service is rendered to Customer and any user of Customer's Wireless Device under this Agreement and under the terms and conditions and in accordance with C Spire's or its affiliate's applicable state and federal tariffs relating to Services provided under this Agreement ("Tariff") current at the time Service is provided, and the terms of this Agreement are controlled by and subject to said Tariff and lawful changes in said Tariff. A copy of the Tariff is available for review upon written request and is incorporated herein by reference. This Agreement shall become effective on the date that C Spire accepts this Agreement and shall continue in effect until terminated as herein provided. C Spire may accept this Agreement by providing Service to Customer.

Customer agrees and acknowledges that C Spire may refuse to accept this Agreement if C Spire believes that Customer may be unable to perform in whole or in part, the



obligations hereunder. Customer waives notice of acceptance. Except as otherwise expressly provided herein, this Agreement shall automatically renew from month to month absent notice to the contrary delivered by one party to the other party. In any event, Customer remains responsible for all outstanding charges for the period that Service was rendered.

Amendments to this Agreement must be in writing and signed by both parties, except that amendments may be tendered with thirty (30) days' notice to Customer (included with a bill or otherwise) and use by Customer of Service after such notice period shall be construed as and be acceptance of such amendment. C Spire may cancel a Service plan upon thirty (30) days' notice at any time.

CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"): Services purchased by Customer under this Agreement may be provided by C Spire or any of C Spire's affiliates. If Customer is purchasing multiple categories of Services under this Agreement or another agreement, i.e. wireless Service and VoIP Service, then Customer's CPNI (as defined in 47 U.S.C. § 222(h)(1)) will be shared between C Spire and its affiliates as necessary to provide all the categories of Services ordered by Customer as permitted by 47 C.F.R. § 64.2005(a)(1).

SERVICE CHARGES: Upon activation of postpaid Service with C Spire, Customer's first bill for Service will reflect a pro-rated Service fee for the current month plus the monthly Service fee for the following calendar month. Thereafter, Customer is billed each month for the next month's Service fee in advance. The prepaid monthly Service fee is not refundable. The pro-rated Service fee for the month in which Service was activated is calculated as follows: the monthly Service fee for the Customer's plan multiplied by a fraction the numerator of which is the number of calendar days from the date of Service activation until the end of the calendar month, and the denominator of which is the number of days in the particular month Service was activated.

Unless terminated by C Spire for Customer's default or another reason specified in this Agreement, C Spire will continue to provide Service to Customer through the end of the calendar month for which Customer has paid its monthly Service fee. Subject to Customer's obligation to pay any applicable Liquidated Damage Termination Charges, Customer may terminate Service at any time, but C Spire shall have no obligation to refund any unused portion of the prepaid monthly Service fee if Customer elects to terminate Service prior to the end of period for which Service has been paid for by Customer.

APPLICABLE LAW: Customer agrees that this Agreement shall be governed by the laws of the State of Mississippi without reference to its conflict of laws provisions. To the extent permitted by law, the terms of this Agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any term of this Agreement that does not comply with that law shall not be effective. If any provision of this Agreement cannot be lawfully enforced, such provision shall be deemed severed from this Agreement and shall not affect the enforceability of the remainder of the Agreement.



DEFAULT: Customer shall be in default of this Agreement if any one or more of the following occurs: (a) Customer fails to make payments on time or in the amount due; (b) Customer dies, is declared incompetent, or becomes insolvent (either because Customer's liabilities exceed Customer's assets or because Customer is unable to pay Customer's debts as they become due); (c) Customer fails to keep any promise contained in this Agreement, credit application, or any other agreement with C Spire; (d) Customer makes any statement or provides any information that is untrue or inaccurate at the time it was made or provided; (e) Customer fails to provide any additional deposit C Spire may require; (f) any legal entity (such as a partnership or corporation) that has agreed to pay for the Service rendered merges, dissolves, reorganizes, terminates its business or existence, or a partner or majority stockholder dies or is declared incompetent; (g) any fact appears or event occurs that causes C Spire to consider itself insecure, or the prospect of payment, performance, or realization or performance of this Agreement is impaired; or (h) Customer exceeds Customer's credit limit.

REMEDIES: If Customer is in default under this Agreement, C Spire has the following remedies: (a) C Spire may, without prior demand or notice, set-off any outstanding balances against any deposit or monies held by C Spire for Customer's account, or any right Customer has to receive money from C Spire, and Customer agrees to indemnify and hold C Spire harmless from and against any and all claims arising out of or related to C Spire's exercise of its right to set-off; (b) C Spire may require an additional deposit or require that other parties be obligated to pay for the Service rendered under this Agreement (or both) as a condition of waiving, for any period of time, any other remedy C Spire may have; (c) C Spire may suspend Service under this Agreement until such time as Customer cures Customer's default as defined above; (d) C Spire may use any remedy given to C Spire under this Agreement; and (e) C Spire may use any remedy available to it under applicable law. C Spire does not waive its right to later use any other remedy that C Spire may have under state or federal law by choosing any one or more of these remedies. C Spire does not waive a default if it chooses not to use any remedy, and by electing not to use any remedy, C Spire does not waive its right to later consider the event a default and to immediately use any remedies if a default continues or occurs again.

PAYMENT BY CHECK: If Customer tenders a check or any equivalent thereof in payment of any obligation under this Agreement, which is returned due to insufficient funds in the account for payment upon presentation, and C Spire is charged a fee or service charge as a result of such return, Customer agrees that C Spire is authorized to add the actual amount of the fee or service charge (up to the maximum amount allowed by law) to the amount due under this Agreement. In event of a returned check or equivalent thereof, Customer also agrees to pay a \$30.00 returned check charge. Customer agrees that C Spire is not responsible for any unauthorized payments on Customer's account with C Spire, whether by check or otherwise.

CREDIT INFORMATION: Customer agrees to provide to C Spire, upon request, any credit information C Spire may deem necessary. Customer warrants that all credit information Customer provides to C Spire is accurate, correct, and complete, and



becomes a part of this Agreement. Customer authorizes C Spire to conduct an investigation into Customer's creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks, and lending institutions concerning Customer's creditworthiness from time to time as C Spire deems necessary or justified. Customer understands and agrees that from time to time C Spire may receive credit information concerning Customer from others and furnish credit and experience information regarding this Agreement to others seeking such information. Customer agrees that C Spire may terminate this Agreement in the event C Spire determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient adequate assurance of payment to C Spire. Customer agrees that C Spire shall not be liable for any claim arising from the use of information provided to C Spire by others or for providing such information to others.

LIMITATION OF C SPIRE'S LIABILITY: Customer understands that alternative and competing telecommunications carriers are available to Customer; interruptions or irregularities in the Service may occur; any potential harm from interruptions or irregularities in the Service is speculative in nature; C Spire cannot offer the Service at rates which reflect its value to each Customer; and C Spire assumes no responsibility other than that contained in this Agreement. Accordingly, Customer agrees that, except as limited by law, C Spire's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service, or the transmission of Service provided by C Spire or any other carrier or provider of third party software or applications, or for losses or damages arising out of the failure of C Spire or any carrier or any provider of third party software or applications to maintain proper standards of maintenance and operation shall be as set out in the Tariff and this Agreement, and in the case of third party applications or software, such other terms and conditions as may be posted from time to time at www.cspire.com.

Without limiting the scope of the Tariff, it is noted that the Tariff provides, in part, and Customer agrees that the Service furnished by C Spire, in addition to the limitations set forth proceeding, is also subject to the following limitations: (a) the liability of C Spire for damages and/or losses arising out of mistakes, omissions, interruptions, delays, errors, and defects in transmission, or failures or defects in facilities furnished by C Spire occurring in the course of furnishing Service and not caused by the negligence of the Customer, shall in no event exceed the proportionate charge to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defect in facilities occurs or exists; and (b) no Customer shall have any right to, and C Spire shall not be liable for, consequential or incidental damages irrespective of whether C Spire has been notified of the possibility of such damages because of such mistakes, omissions, interruptions, delays, errors, failures, or defects in transmission.

DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES: Customer acknowledges and agrees that C Spire is not the manufacturer of the Wireless Device and C Spire, except as limited by law, hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the



Wireless Device and Service (whether purchased or leased by Customer from C Spire or another party), including, but not limited to, any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. C Spire, to the extent permitted by law, assigns to Customer any and all manufacturers' warranties relating to the Wireless Device(s) furnished to the Customer, and Customer acknowledges receipt of any and all such manufacturers' warranties. Customer acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the Wireless Device(s), including manufacture or design, shall be against the manufacturer of the Wireless Device(s) under the manufacturers' warranties and that C Spire shall have no liability to Customer in any event for any losses, damages, injuries, or expenses of any kind or nature related directly or indirectly to the Wireless Device(s) or Service provided hereunder. Without limiting the above, C Spire shall have no liability or obligation to Customer, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by Customer, such as, but not limited to, claims for damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by Customer directly or indirectly resulting from or related to any Wireless Device or Service, irrespective of whether C Spire has been notified of the possibility of such damages, whether or not caused by C Spire's negligence, to the full extent same may be disclaimed by law. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply. C Spire may also have other legal rights which vary from state to state.

RELEASE: Customer agrees to and hereby does release C Spire, its affiliates, and each of their shareholders, members, officers, directors, agents, and employees ("C Spire's Releasees"), to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorneys' fees, of any nature arising directly or indirectly out of this Agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the Wireless Device or Service or used in conjunction with such Wireless Device or Service and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the Wireless Device or Service, or arising by operation of law, including without limitation, claims based upon strict products liability doctrine, to the extent such claims are not based on the grossly negligent acts or omissions of C Spire, its affiliates, or their agents or employees. This release shall apply to the extent stated above even where C Spire is found to have been substantially at fault or to have actively engaged in conduct which substantially contributed to the injury suffered by Customer, and C Spire's assertion of this release as a whole or partial defense to any claim by Customer shall not be barred by fault or active negligence on the part of C Spire.

INTELLECTUAL PROPERTY: Customer agrees not to infringe, misappropriate, or injure the intellectual property rights of C Spire or any third party. Except for a limited license to use the Service or Wireless Device, Customer's purchase of a Wireless Device or Service does not grant Customer any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of C Spire or any third party related to the Wireless Device or Service. Customer agrees that a violation of this section



harms C Spire, which cannot be fully redressed by money damages, and that C Spire shall be entitled to immediate injunctive relief in addition to all other remedies available.

PRIVACY: C Spire is not liable for any lack of privacy Customer experiences using the Service. Customer hereby consents to the monitoring and/or recording of calls from Customer to C Spire and the use of automatic equipment to contact Customer regarding Customer's account. Customer hereby consents to C Spire's disclosure of information about Customer's account to: (a) any person claiming to be the Customer who is able to provide the following correct Customer information: Customer's name, address, social security number and the assigned number for Service, and such person may make changes to the account; and (b) any person(s) or entity as required by any request made pursuant to a subpoena or court order appearing proper on its face.

LOCATION BASED SERVICES: C Spire generally knows the location of Customer's Wireless Device when it is outdoors and turned on. By using various technologies to locate Customer's Wireless Device, C Spire may provide enhanced emergency 911 services where local government entities have installed the equipment necessary to provide such services and optional location-sensitive services provided by us or a third party. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access Customer's location information and use of location-sensitive services. The terms and conditions of any location-sensitive service that Customer purchases from C Spire may provide more information about how location information is used and disclosed. Use of some location-sensitive services may require network coverage. If any Wireless Device on Customer's account uses a location-sensitive service, Customer (the account holder) authorizes the end user to download, access and use location-sensitive services and agrees to clearly and regularly notify the end user of Customer's Wireless Device that his or her location may be tracked or discovered. C Spire may also use location information to create aggregate data from which Customer's personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring.

411 INFORMATION: In some cases, C Spire's directory assistance service (411) will use the location of a Wireless Device to deliver relevant customized 411 information based upon Customer's request for a listing or other 411 service. By using this directory assistance service, Customer is consenting to C Spire's use of Customer's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use.

911 OR OTHER EMERGENCY CALLS: When making 911 or other emergency calls, Customer should always be prepared to provide location information. 911 operators may not know Customer's phone number or have information about Customer's location. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service, where enabled by local emergency authorities, uses GPS



technology to provide location information. If Customer is porting a phone number to or from C Spire, C Spire may not be able to provide Customer with some Services, such as 911 location services, while the port is being implemented. If Customer's device is indoors or for some other reason cannot acquire satellite signal, Customer may not be located. Calling 911 through a Wi-Fi service is not the same as traditional 911 calling and may be limited due to certain circumstances including, but not limited to, relocation of equipment, internet congestion, loss of electrical power, connection failures, failure to register location, and other factors. **C Spire is not responsible for failures to connect or complete 911 calls or if you fail to provide location information or you provide inaccurate location information.**

PROMOTIONAL OFFER CONTRACT: C Spire, in its sole discretion, may from time to time make Wireless Devices or Services available for purchase at a special price or free of charge, subject to Customer's agreement to the terms of a Promotional Offer Contract ("POC"). Customer acknowledges and agrees that if Customer has deactivated Service within the last thirty (30) days, Customer is ineligible for a POC. If Customer is eligible for a POC and activates any Wireless Device or Service which is subject to a POC (referred to below as a "Promotional Wireless Device or Service") or executes any POC (including but not limited to by electronic signature or by use of an electronic signature pad) then in addition to the terms and conditions above, Customer acknowledges and agrees as follows:

- (a) Customer has purchased the Promotional Wireless Device or Service at a special price or has received it free of charge, as applicable;
- (b) Customer shall activate Service for the Promotional Wireless Device or Service (if not already activated);
- (c) Customer shall not deactivate Service for the Promotional Wireless Device or Service for a period of not less than twenty-four (24) months. If Customer does not need to activate new Service to use the Promotional Wireless Device or Service, but instead uses the Promotional Wireless Device or Service in addition to or with Customer's existing Service (*i.e.*, as an upgrade or replacement) then Customer agrees that any prior Service Agreement for such existing Service is hereby amended and replaced in its entirety by this Agreement and the POC;
- (d) If Customer is activating new Service for the Promotional Wireless Device or Service and Customer has existing C Spire Service for other Wireless Devices, Customer shall not deactivate any existing Service for other Wireless Device(s) before the expiration of the remainder of the term of the existing Service Agreement applicable to such Wireless Device(s) (including any applicable prior POC) or for a minimum of three (3) consecutive months from the effective date of this Agreement, whichever is longer; and
- (e) Failure to maintain Service with C Spire for the period or periods set forth above shall result in a Liquidated Damage Termination Charge ("LDTC") to Customer in addition to any other contract damage caused by such termination. The LDTC shall be prorated based on the period of time you continue to use and pay for the Service. The LDTC shall be one or more of the following, as applicable: (i) One Hundred and Eighty Dollars (\$180) for the Promotional Wireless Device (other than smartphones, netbooks,



data cards, or laptop computers) or Service, and/or (ii) Three Hundred and Sixty Dollars (\$360) for Promotional Wireless Devices that are smartphones, netbooks, data cards, or laptop computers, as applicable.

THIRD PARTY APPLICATIONS: In addition to this Agreement, third party applications and software available in connection with the Service and/or a Wireless Device may be subject to other terms and conditions, which are posted from time to time on C Spire's Web site at www.cspire.com. Customer's use of BREW and BREW Applications, including but not limited to MobiTV, is subject to the BREW End User License Agreement, which is contained in Appendix A to this Agreement and is incorporated herein. Unless expressly granted herein, neither C Spire nor any provider of any third party application grants any license in any software technology or other intellectual property to Customer.

INFORMATION/CONTENT: Certain information or content may be provided through the Service by independently owned and operated content providers or service providers who are subject to change at any time without notice. C Spire is not a publisher of third-party content and will not be responsible for any information or services provided by such third parties. These third parties may impose additional charges (on top of regular Service charges levied by C Spire) for certain content. As the user of such services Customer is bound by the third parties' policies when Customer visits their respective sites or uses their services. It is Customer's responsibility to read the rules or service agreements of each content or service provider as well as to understand any and all billing practices which are stated by the content or service provider. Any information Customer involuntarily or voluntarily provides third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by C Spire or any content providers or other third party. Delays or omissions may occur. Neither C Spire nor its content providers, service providers or other third parties shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service.

CONTENT BLOCKING/FILTERING APPLICATIONS: Certain third party applications and/or features may be made available to you which allow you to block and/or filter certain types of content from being sent to your Wireless Device. Your use of such applications is pursuant to the terms and conditions of this Agreement and any applicable license and/or agreement of the third party application provider. C Spire makes no warranty or representation regarding the operation of the applications and/or features or their ability to successfully filter the types of content you have chosen for filtering. You assume the risks of using such applications and/or features and agree to hold C Spire harmless from any alleged damage caused by your use of such applications and/or features. Neither C Spire nor the third party application/feature provider shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by your use of the content blocking/filtering application/feature.



CAMERA/PICTURE MESSAGING: Camera/Picture messaging devices are prohibited in some places. Customer is solely responsible for complying with all applicable laws, rules, regulations and policies regarding Camera/Picture Messaging and BREW-enabled Wireless Device use. Whenever Customer uses Picture Messaging, or downloads, installs and/or uses any of the BREW Applications, Customer agrees not to: (a) violate any applicable law, rule, or regulation; (b) harass, offend, threaten, embarrass, distress, or invade the privacy of any individual or entity; (c) provide false information or impersonate another person; and/or (d) take any action that infringes upon any third party's copyright, trademark, patent, or other intellectual property right(s). C Spire may, without prior notice, take any action it deems necessary, including, without limitation, removing or deleting Applications or Pictures and restricting or limiting use of the Service, for proper administration of Service. C Spire is under no obligation to monitor use of Picture Messaging or BREW Applications, but it may do so to: (y) comply with applicable laws, rules and regulations or orders of courts or governmental agencies with proper jurisdiction; and/or (z) operate the Service properly or protect Customer or other customers. In the event Customer provides C Spire, or its affiliates, contractors or agents, with feedback, data, answers, questions, comments, suggestions, plans, ideas or other information, such information shall be deemed to be non-confidential and C Spire shall be free to reproduce, disclose, distribute, or use such information without restriction.

EXPORT REGULATION: Customer acknowledges that software, information, and technology downloaded (collectively, "technology") may be subject to certain United States export regulations and import regulations in other countries and that Customer is responsible for complying with such relevant regulations. Customer agrees to comply with all export or import regulations and laws both foreign and domestic, including, but not limited to, the Export Administration Act (50 U.S.C. Appx. §§ 2401 et seq.) and the Export Administration Regulations ("EAR," 50 C.F.R. Parts 730-774). Customer further specifically agrees, unless expressly authorized by law, not to export or re-export the technology to any country, person, entity, or end user subject to United States export controls or under United States embargo. Customer further represents that no United States federal agency has suspended, revoked, or denied its export privileges.

INDEMNIFICATION: Customer agrees to indemnify and save C Spire harmless from liability for libel, slander, or infringement of copyright resulting from Customer's transmissions over C Spire's facilities; from claims for infringement of patents arising from use of Customer-owned Wireless Device, apparatus and systems in combination with facilities of C Spire; from all other claims arising out of any act or omission of Customer in connection with the use of facilities provided by C Spire; and from Customer's failure to comply with the terms of this Agreement.

SERVICE AVAILABILITY AND ACCESS/COVERAGE: C Spire does not guarantee network availability. LTE, EVDO and 1X data coverage areas may vary from voice coverage areas. LTE and EVDO networks only available in select markets. Coverage map(s) are available at a C Spire store or online at www.cspire.com. LTE download and upload speeds are only available on the C Spire LTE network. EVDO download and upload speeds are only available on the C Spire EVDO network. Actual



download and upload speeds can depend on Wireless Device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may also be impacted by transmission limitations, terrain, in-building/in-vehicle use, and capacity constraints.

PROHIBITED AND PERMISSIBLE USES:

Nature of your Service. Your Service is intended and offered only for use in a manner consistent with the nature of the Service to which you have subscribed. Accordingly, except to the extent that you have subscribed to a commercial Service plan, you agree to use your Service primarily for your own personal, household, or family purposes, and you agree not to use your Service for any of the following: (a) resale; (b) as a substitute for private lines or dedicated data connections; (c) in conjunction with applications or devices which aggregate usage from multiple sources prior to transmission to our network such as Wi-Fi hotspots, tethers, Bluetooth®, or any other optic, wired, or wireless technology connecting computers or other equipment, unless all such sources are located within your household or belong to you or other persons covered by your Service plan; or (d) to generate revenue from conference calling or forwarding of traffic (i.e. “traffic pumping”). If you have subscribed to a commercial or custom Service plan the foregoing uses are permitted only to the extent explicitly allowed under the terms of such Service plan.

Harmful uses; unwanted traffic. You agree not to use your Service in any manner or for any purpose that is, or we reasonably determine may be, harmful to C Spire, its network, or other users including, but not limited to: (a) any activity that adversely affects the ability of other people or systems to access or use either our wireless Services or other parties’ Internet-based resources; (b) attempted hacking of our network or any other user’s device; (c) intentionally uploading or sending viruses, worms, malware, corrupt files, Trojan horses, time bombs, or any other similar data, applications, or software which may harm another user, another user’s Wireless Device, or C Spire’s network; (d) denial of service attacks; or (e) the connection or use of any devices which have the potential to harm or degrade the C Spire network or Services, except as may be specifically allowed by federal law. You also agree not to intentionally transmit unwanted, malicious, or harmful traffic such as: spam, phishing, stalking, harassing, or threatening transmissions, or any other use that generates complaints by other network or Internet users or may expose C Spire to liability to third parties.

Unlawful use or purpose. You agree not to use the Service in any manner or for any purpose that is or reasonably might be held to be unlawful including, but not limited to, child pornography, violating any patent, copyright, trademark, or other intellectual property rights, or to commit a crime.

Without limiting any other provision of this Agreement, if you violate this section C Spire may suspend or terminate your Service without prior notice and, if your Service is terminated, bill you for any Liquidated Damage Termination Fee. In addition, C Spire



may block unlawful or harmful traffic or traffic that exceeds the buckets, data passes, or other allowances provided under the Service plan to which you have subscribed.

REASONABLE NETWORK MANAGEMENT: C Spire's Service is provided to you over a network that has finite capacity that is shared with C Spire's other users. Accordingly, we may engage in reasonable network management to ensure that all users have reasonable and equitable access to our network. For example, Service is not intended to provide full-time connections and the connection may be discontinued after a significant period of inactivity. Further, C Spire reserves the right to limit throughput speed or amount of data transferred at times of network congestion. Network management will be conducted in accordance with applicable rules and regulations.

SECURITY: C Spire does not guarantee data security. Data encryption may be available with some, but not all, Service furnished by C Spire. C Spire assumes no responsibility for confidentiality of e-mail or other confidential or proprietary information accessed through the Service and/or with Wireless Device. It is solely Customer's responsibility to ensure use of the Service and Wireless Device complies with applicable IT or security procedures established by Customer or Customer's employer.

SUSPENSION/TERMINATION OF SERVICE: C Spire may, without notice, suspend or terminate Service at any time for any reason including, but not limited to: (a) failure to maintain an appropriate account balance for applicable charges; (b) harassing or threatening C Spire employees or agents; (c) providing false information; (d) interfering with C Spire operations; (e) using Services in violation of this Agreement or applicable law; (f) breach of this Agreement; (g) modifying Wireless Devices; or (h) as necessary to protect C Spire's network or customers.

ASSIGNMENT: This Agreement and any contractual rights or remedies available to C Spire hereunder shall be freely assignable, in whole or in part, by C Spire. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of C Spire. Any such transfer without the consent of C Spire is void.

MISCELLANEOUS: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all Wireless Devices. If Customer's usage of the wireless Services (including voice and data and regardless of Service plan) on other carrier's networks (roaming or off-network usage) exceeds Customer's off-network usage allowance, C Spire may at its option terminate Customer's Service or access Service, deny Customer's continued use of other carriers' coverage, change Customer's plan to one imposing usage charges for roaming usage, or change Customer's plan as necessary in the discretion of C Spire. Customer's roaming usage allowance is equal to that specified by Customer's plan and/or documentation. C Spire will provide notice that it intends to take any of the above actions and Customer may terminate Customer's agreement. C Spire is not responsible for loss or disclosure of any sensitive information Customer transmits. The wireless Service is not equivalent to landline Internet.



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 shall promptly execute and deliver to C Spire such further documents and take such further action as C Spire may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services, Wireless Devices, and the rights of C Spire to take action necessary to remain in compliance with any applicable Tariff or license, including its right to retake possession of or disable the Wireless Device, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

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APPENDIX A TO SERVICE AGREEMENT BREW END USER LICENSE AGREEMENT

FOR PURPOSES OF THIS AGREEMENT CUSTOMER IS THE “END USER” AND IS REFERRED TO AS “YOU” IN THIS APPENDIX.

BY INSTALLING OR USING THIS BREW APPLICATION (“APPLICATION”) YOU AGREE TO ALL OF THE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE APPLICATION.

Limited License. The developer of the Application (“Developer”) hereby grants to Customer a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term Application includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

Restrictions. You agree not to reproduce, modify or distribute the Application or other software included in your wireless device (“Other Software”). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all



copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU “AS IS.” DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER’S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

U.S. Government End Users. This section only applies to the U.S. Government or if you are or are acting on behalf of an agency or instrumentality of the U.S. Government. The Application is “commercial computer software” developed exclusively at private expense. Pursuant to FAR 12.2 12 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California’s conflict of law principles. The United Nations Convention



on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.