

**CONTRACT NUMBER 5000-1
PROJECT NUMBER 42410
TELECOMMUNICATIONS SERVICE AGREEMENT
BETWEEN
TELEPAK NETWORKS, INC. D/B/A C SPIRE
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
THE AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Telecommunications Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Telepak Networks, Inc. d/b/a C Spire, a Mississippi corporation having a principal place of business at 1018 Highland Colony Parkway, Suite 330, Ridgeland, Mississippi 39157 (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS") as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, ITS, pursuant to RFP No. 5000 requested proposals for, among other things, the acquisition and installation of raw internet access, hosted voice over IP telephone service, long distance service, and the Mississippi Optical Network (MissiON) for the State of Mississippi to be administered by ITS; and

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above mentioned services;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT AND PRICE RE-DETERMINATION

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date signed by all parties ("Effective Date"), and shall continue in effect through the close of business on June 30, 2026 (hereinafter referred to as "Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for two (2) additional two (2) year terms (each, a "Renewal Term"), or such other period of time as is mutually agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any Renewal Term of this Agreement, Contractor shall notify ITS in writing of the impending expiration and thereafter ITS shall notify the Contractor of its intent to either renew or cancel the Agreement. The Initial Term and any Renewal Term are sometimes collectively referred to herein as the "Term".

1.2 The parties agree that price re-determination will be conducted at eighteen (18) month intervals during the Term of this Agreement, with the pricing firm and not subject to being increased during any such eighteen (18) month interval of this Agreement. Pricing shall be

based upon comparable state-wide, flat pricing of like services. It is understood that if after good faith negotiations during any cycle of price re-determination, the parties are unable to agree on the pricing, ITS may, in its sole discretion, elect to terminate this Agreement in whole or in part pursuant to the Termination Article herein and issue a request for proposals for the services so terminated.

ARTICLE 2 SCOPE OF SERVICES AND PRICING

2.1 Contractor agrees to provide Raw Internet Access (Category III), Hosted Voice over IP (VoIP) services (Category VI), Long Distance services (Category VIII), and MissiON services (Category X) as specified in RFP No. 5000 and in the Contractor's Proposal and clarifications, as accepted by the State, in response thereto, all of which are incorporated herein by reference. In addition to the Contractor's Proposal response, a full description of the MissiON and Raw Internet scope of services to be provided by Contractor pursuant to this Agreement is set forth in Exhibit A and Exhibit B, respectively, which are attached hereto and incorporated herein by reference. It is agreed by the parties that Voice and Data Services (Category I) is not included in this Agreement at this time, and such Voice and Data Services may only be included in this Agreement by an amendment to this Agreement agreed to by the parties in writing.

2.2 Contractor shall adhere to all installation, testing, cut-over and acceptance specifications, requirements and standards as set forth in RFP No. 5000 and Contractor's Proposal, as accepted by the State, in response thereto.

2.3 Contractor shall be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like, caused by its personnel and operations, and its subcontractors' personnel and operations subject to final approval of ITS. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

2.4 Contractor shall adhere to the support service specifications, requirements, standards and response times as specified in RFP No. 5000.

2.5 The State does not guarantee that it will purchase any certain amount of services under this Agreement.

2.6 It is understood and agreed that Contractor will provide the services hereunder at the pricing set forth in Contractor's Proposal, as accepted by the State, in response to RFP No. 5000. Further, Contractor guarantees the pricing for the Term of this Agreement, and acknowledges that while the pricing may be decreased, it may not be increased during the Term of this Agreement.

2.7 At the discretion of ITS, Contractor shall offer all RFP No. 5000 contract rates associated with this Agreement to public entities not under ITS statutory authority, including K-12 schools, libraries, community colleges, and governing authorities, with the understanding that these entities may choose to select some, but not all of the RFP No. 5000 contract services. Contractor agrees to receive prior written approval from ITS to market RFP No. 5000 services to

entities or institutions which are not under ITS statutory authority that request use of this Agreement and related pricing elements and terms. For E-Rate eligible entities who have contracts for like services with Contractor that were signed prior to the execution of this Agreement and the pricing is equal to or higher than the Contractor's RFP No. 5000 pricing, Contractor agrees to migrate those services to the RFP No. 5000 Agreement by July 1, 2018. If the cost of those services are less than RFP No. 5000 pricing, the Contractor shall continue to provide the existing rates until the end of the existing contract and then migrate the entity to the RFP No. 5000 Agreement. For public entities that are not under ITS statutory authority and who issue RFPs for services that are offered under this Agreement, Contractor shall respond to such RFPs using RFP No. 5000 rates. Contractor will always encourage use of the RFP No. 5000 Agreement as the first option in response to these RFPs; however, if the public entity requests a separate contract from that of RFP No. 5000, Contractor will request approval from ITS before entering into a separate contract with the requesting public entity. Should the public entity request a separate contract and ITS grants Contractor approval to proceed, Contractor will provide written notice to ITS of the services to be purchased by such public entity within a commercially reasonable time after a contract has been entered into between Contractor and the respective entity.

ARTICLE 3 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 4 CONSIDERATION AND METHOD OF PAYMENT

4.1 The State agrees to pay the Contractor for the services rendered at the prices set forth in the Contractor's Proposal as accepted by the State in response to RFP No. 5000. The Contractor shall submit an invoice with the appropriate documentation to the State as services are rendered. The State may, in its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the Term of this Agreement. The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. While the Contractor understands and agrees that the State is exempt from the payment of taxes in the State of Mississippi, it is understood that the State is only responsible for any applicable universal federally required taxes, fees, and surcharges and any applicable state required fees and surcharges specifically those that are applicable statewide. Fees and surcharges such as the Federal Universal Service Fund and Recovery Charges are subject to change throughout the term of this Agreement. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No

payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance under the terms of this Agreement.

4.2 If payment of undisputed amounts is not made to Contractor within forty-five (45) days of Customer's receipt of the invoice, Customer shall be liable to Contractor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made.

ARTICLE 5 LIQUIDATED DAMAGES

5.1 It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by the State. In the event of a delay caused by the Contractor, then the Contractor shall pay the State, within five (5) calendar days from the date of receipt of notice of such delay, fixed and liquidated damages as specified herein:

a) All Services: Failure to have the billing detail as mutually agreed upon by ITS and Contractor available to ITS for download by the 10th of the month shall result in liquidated damages of \$400 per day; and

b) All Services: Failure to replace managed Customer Premises Equipment (CPE) that the manufacturer no longer supports with security patches or that has documented vulnerabilities that the manufacturer will not patch shall result in liquidated damages of \$100 per router per day.

Notwithstanding the foregoing, in the event of a failure as noted in subsection (b) above, Contractor shall have thirty (30) calendar days following delivery of notice by Customer to cure any failures noted in subsection (b) prior to the State imposing the applicable liquidated damages.

The State may offset undisputed amounts due it as liquidated damages against any monies due Contractor under this Agreement. The State will notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the State deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of the State.

5.2 The liquidated damages set forth in this Article shall not apply to delays of performance by the Contractor if such delays were a result of causes beyond the reasonable control and without the fault or negligence of the Contractor and/or its subcontractors. Further, this Article shall not apply to delays caused by the negligence or non-performance of the State.

ARTICLE 6 EMPLOYMENT STATUS

6.1 Contractor shall, during the entire Term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship between Contractor and the State.

6.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State.

6.3 Any person assigned by Contractor or a subcontractor of Contractor to perform the services hereunder shall be the employee of Contractor or the subcontractor, respectively, who shall each have the right to hire and discharge their respective employees. The State may, however, direct Contractor to provide a replacement for any of its employees providing services under this Agreement.

6.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required in relation to work performed pursuant to this Agreement. Neither Contractor nor employees or subcontractors of Contractor or its subcontractors are entitled to state retirement or leave benefits.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

8.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors that the Contractor has assembled. The State is only required to negotiate with the Contractor, as the Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

8.2 Except in the event of a sale, merger, acquisition or reorganization, neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

8.3 Contractor must obtain the written approval of the State before subcontracting any portion of this Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the pricing agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the State may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the State, and that the subcontractor acknowledges that no privity of contract exists between the State and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the State, where such dispute affects the subcontract.

8.6 For purposes of this Article 9, all references to the term "subcontract" shall mean any agreement between Contractor and any third-party to provide services under this Agreement which will result in a subcontractor's representatives interfacing directly with the State (e.g., Account Managers, Project Managers, Sales Engineers, Billing Support, etc.) and all references to the term "subcontractor" shall mean the third-party responsible for providing the services under any subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to the State for the payments or performance due under this Agreement, ITS shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The State shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement. In the event ITS terminates this Agreement, Contractor shall be paid for services rendered by Contractor pursuant to this Agreement prior to termination.

ARTICLE 10 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated in whole or in part as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate this Agreement in whole or in part, without the assessment of any penalties or termination charges, upon the giving of thirty (30) days' written notice unless the breach is cured within said thirty (30) day period. the non-defaulting party may also pursue any remedy available to it in law or in equity; (c) The State may terminate this Agreement in whole or in part without the assessment of any penalties or termination charges upon thirty (30) days'

written notice to the Contractor if the Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) the State may terminate this Agreement in whole or in part without the assessment of any penalties or termination charges, for any reason after giving ninety (90) days' written notice specifying the effective date thereof to the Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity. In the event ITS terminates this Agreement, Contractor shall be paid for services rendered by Contractor pursuant to this Agreement and accepted by ITS prior to termination.

ARTICLE 11 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee (excluding attorneys' fees Contractor may be awarded in an action to collect interest on late payments as provided in Section 31-7-309 of the Mississippi Code Annotated), prejudgment interest (excluding interest on late payments as noted in Article 4.2 herein) or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights the State may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the waiving party.

ARTICLE 13 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by the negligent or intentional, wrongful acts or omissions of the Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement. Contractor will not be responsible for damages resulting from the negligence or intentional, wrongful acts or omissions of the State.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify the State in writing within ten (10) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within ten (10) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or the State by any entity that may result in litigation related in any way to this Agreement and/or which may materially adversely affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to the State shall be considered a material breach of this Agreement and the State may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized Mississippi corporation with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 18 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. The Contractor's address for notice is: Mr. Brian Caraway, Senior Vice President, Government Sales, Telepak Networks, Inc., d/b/a C Spire, 1018 Highland Colony Parkway, Suite 330, Ridgeland, Mississippi 39157, with a copy to Mr. Charles L. McBride, Jr., Sr. Vice President, Legal and General Counsel, Telepak Networks, Inc., d/b/a C Spire, 1018 Highland Colony Parkway, Suite 700, Ridgeland, Mississippi 39157. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS

19.1 Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers and/or records that are pertinent to this Agreement to make audits, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during Contractor's normal business hours. All records relating to this Agreement (except as set forth below in Article 20.2) shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

19.2 Call records (detailed records of incoming and outgoing calls) will only be retained by Contractor for eighteen (18) months in accordance with the regulations of the Federal Communication Commission.

19.3 Contractor shall also comply with applicable Federal Communications Commission regulations, specifically 47 C.F.R. §54.516, regarding the retention of E-rate program related records for services provided under this Agreement.

ARTICLE 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish the State with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES

Any issues or provisions of this Agreement in dispute between the Customer and the Contractor which, in the judgment of either party to this Agreement, may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The Customer and the Contractor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner. Any such dispute as to a question of fact which is not disposed of in a mutually satisfactory manner shall be submitted to and decided by the Executive Director of ITS or such person as the Executive Director may select. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such decision shall not be a final disposition of the matter if either party still disagrees, and such disagreeing party shall be entitled to seek such other rights and remedies it may have in law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS

22.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures of which Contractor's employees assigned to provide the services have actual knowledge without the necessity of any investigation, and all applicable federal, state, and local laws, regulations, policies and procedures as are now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

22.2 Contractor represents and warrants that it will comply with the State's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 23 CONFLICT OF INTEREST

Contractor shall notify the State of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the State's satisfaction, the State reserves the right to terminate this Agreement.

ARTICLE 24 CONFIDENTIAL INFORMATION

24.1 Contractor shall treat all State data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of the State. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement. Notwithstanding the foregoing, Contractor shall be permitted to utilize the State's Customer Proprietary Network Information in accordance with the provisions of the Communications Act of 1934, as amended (the "Act"), and the rules and regulation of the Federal Communications Commission promulgated pursuant thereto, in order to provide services to the State and the Customer.

24.2 The parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. As such, it is understood by the Contractor that copies of this executed Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi on an as-needed basis for informational purposes.

ARTICLE 25 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 26 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27 ENTIRE AGREEMENT

27.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 5000 and Contractor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement. The Exception Summary, as accepted by ITS, is attached hereto as Exhibit C.

27.2 The Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;

- C. Contractor's Best and Final Offer ("BAFO") for Hosted VoIP and MissiON;
- D. State's Request for BAFO for Hosted VoIP and MissiON;
- E. Contractor's Clarification Responses Submitted November 17, 2017, November 21, 2017, and November 30, 2017;
- F. RFP No. 5000 and written addenda, and
- G. Contractor's Proposal, as accepted by ITS, in response to RFP No. 5000.

27.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("G. Contractor's Proposal").

ARTICLE 28 SURVIVAL

Articles 11, 15, 19, 24, 25, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 29 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 30 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all Services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the Term of this Agreement. The State will provide Contractor with a copy of such amended Enterprise Security Policy. If Contractor cannot comply with the amended policy, it will provide the State with written notice of same and the State may either grant a waiver from the portions of the amended policy

with which Contractor cannot comply, or the State may terminate this Agreement on thirty (30) calendar days' written notice.

ARTICLE 31 STATE PROPERTY

Contractor shall be responsible for the proper custody of any State-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. The Contractor shall reimburse the State for any loss or damage to State-owned property while in Contractor's possession, normal wear and tear excepted.

ARTICLE 32 NEWS RELEASES

News releases pertaining to this Agreement will not be made without the parties' prior written approval.

ARTICLE 33 WARRANTIES

33.1 Contractor represents and warrants that the services and/or products provided by Contractor to Customer shall meet or exceed the minimum specifications set forth in RFP No. 5000 and Contractor's Proposal, as accepted by the State, in response thereto.

33.2 Contractor represents and warrants that its services shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall issue Customer credits for the unsatisfactory services pursuant to the terms of the Service Level Agreement contained in Contractor's Proposal, as accepted by the State, in response to RFP No. 5000.

33.3 If equipment is purchased by the State hereunder, Contractor will pass through to the Customer the benefit of all manufacturers' warranties on the equipment and/or as otherwise provided in Contractor's Proposal in response to RFP No. 5000.

33.4 If equipment is provided hereunder, Contractor represents and warrants that Contractor has the right to sell the products to Customer as provided under this Agreement.

33.5 If equipment is provided hereunder, Contractor represents and warrants that Customer shall acquire good and clear title to the equipment purchased hereunder, free and clear of all liens and encumbrances, upon payment in full for the equipment by the Customer.

33.6 If equipment is provided hereunder, Contractor represents and warrants that each unit of equipment delivered shall be delivered new and not as "used, substituted, rebuilt, refurbished or reinstalled" equipment, unless such refurbished equipment is offered to Customer by Contractor and Customer expressly chooses such refurbished equipment.

33.7 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland

Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

33.8 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of any project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement.

33.9 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of this Agreement, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 34 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to

be paid; and the Term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 35 CHANGE ORDER RATE AND PROCEDURE

35.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer, which have no price or schedule effect.

35.2 The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

35.3 With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to hourly change order rates specified in the Contractor's Proposal in response to RFP No. 5000. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement. The Contractor acknowledges and agrees that any fully-loaded change order hourly rates in Contractor's Proposal in response to RFP No. 5000 must remain valid for the Term of this Agreement.

35.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

35.5 The Contractor will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

35.6 In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

35.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10)

working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

ARTICLE 36 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Contractor's liability shall not exceed the total amount paid or payable by the State to Contractor under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will Contractor be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Contractor was advised of the possibility of such loss or damage. Excluded from this or any liability limitation are claims related to fraud, bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Contractor. The language contained herein tending to limit the liability of the Contractor will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Contractor is precluded from relying on any contractual damages limitation language within this article where the Contractor acts fraudulently or in bad faith.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of
Information Technology Services

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 2/28/18

Telepak Networks, Inc., d/b/a C Spire

By: 
Authorized Signature

Printed Name: Hu Meena

Title: Chairman and CEO

Date: 2-27-18

EXHIBIT A

Category: Mississippi Optical Network (MissiON)

Implementation Date: Date Contract is Signed

Scope of Services: The Contractor agrees to provide data network services as specified in RFP No 5000, Category X, and the Contractor's Proposal and BAFO, as accepted by the State, in response thereto, which are all incorporated herein by reference.

Responsibilities of the Contractor: The Contractor makes the following representations and warranties:

- 1) Contractor agrees to allow the various Research and Regional IHLs to connect to MissiON on an individual basis and not require all IHLs in a given group to connect at the same speed. Example would be one Research IHL choosing to connect at 100 Gbps while another may stay at 10 Gbps.

Performance Bond: Not Applicable

EXHIBIT B

Category: Raw Internet

Implementation Date: Date Contract is Signed

Scope of Services: The Contractor agrees to provide raw internet services as specified in RFP No 5000, Category III, and the Contractor's Proposal, as accepted by the State, in response thereto, which are all incorporated herein by reference; provided, however, Contractor agrees that it will provide raw internet service to the State even though it has not been awarded the Voice & Data Network category as of the effective date of this Agreement.

Responsibilities of the Contractor: The Contractor makes the following representations and warranties:

- 1) Contractor agrees to allow a State entity to use a third party circuit for transport to Contractor's POP. This could be another telecom vendor or the State could choose to build out fiber.

Performance Bond: Not Applicable

EXHIBIT C

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
1. Section III, ¶ 17	Section III, ¶ 17, Response	C Spire reserves the right to reprice services, if applicable, before State purchases contract services from another source.	ITS does not accept this exception.
2. Section IV, ¶ 4	Section IV, ¶ 4, Response	The order of precedence is stated in the Standard Contract and the exceptions noted therein.	See Article 28 in the contract for language ITS accepts.
3. Section IV, ¶ 7.4	Section IV, ¶ 7.4, Response	The State would be liable for late penalties consistent with Sections 7.8.	ITS accepts this exception.
4. Section IV, ¶ 7.9	Section IV, ¶ 7.9, Response	The State will be subject to the requirements of Miss. Code Ann. § 31-7-309 with respect to the costs of legal actions.	ITS accepts this exception. See Article 12 in the contract.
5. Section IV, ¶ 37	Section IV, ¶ 37, Response	Vendor reserves the right to negotiate the necessity of any requirement and terms of a Performance Bond/Letter of Credit.	See Article 5 in the contract for language ITS accepts.
6. Recitals	Contract	Addition of definitions of "Services" and "Equipment".	ITS does not accept this exception.
7. Article 1.1	Contract	Addition of definitions of "Effective Date" and "Renewal Term". Provides for response from State within thirty (30) days of receipt of notice from Contractor as to whether it intends to extend the contract	See Article 1.1 in the contract for language ITS accepts.
8. Article 1.2	Contract	Clarifies differences between Initial Term and Renewal Term. Specifies Termination as defined in Article 12 of the contract. Eliminates statement that a new RFP would be issued for the services terminated.	See Article 1.2 in the contract for language ITS accepts.

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(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
9. Article 5	Contract	Restates the requirement that the State pay interest a 1.5% per month after forty-five (45) days consistent with RFP.	See Article 4.2 in the contract for language ITS accepts.
10. Article 6	Contract	Clarifies that, consistent with Section IV, ¶ 37 of the RFP requirements, Contractor may choose either a letter of credit or a performance bond.	ITS does not accept this exception.
11. Article 7	Contract	Clarifies that Contractor shall be liable in the event Contractor is solely liable for the event causing delay in the delivery, installation, completion, or acceptance of the Services.	See Article 6 in the contract for language ITS accepts.
12. Article 8.1	Contract	Insertion of the defined term "Term".	ITS accepts. See Article 7.1 in the contract.
13. Article 8.3	Contract	Deletion of State's ability to replace Contractor's employees and obligation of Contractor to not charge for employee's services if notified within eight (8) hours.	ITS does not accept. See Article 7.3 for language ITS accepts.
14. Article 10.3	Contract	Clarification of permitted assigns.	See Article 9.3 in the contract for language ITS accepts.
15. Article 10.4	Contract	Deletion of requirement that each subcontract shall have no liens, rights, etc. with respect to State funds, no privity of contract with State and Contractor is solely liable for subcontractor payments.	ITS does not accept.
16. Article 11	Contract	Clarification to use the defined term for "Customer" with respect to the rights and duties under Article 11.	See Article 10 in the contract for language ITS accepts.

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(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
17. Article 12.1	Contract	Creation of Article 12.1 to clarify State, ITS and Contractors right to terminate; addition of termination right only if certain proceedings are not dismissed within thirty (30) day period and clarification that Customers will be responsible for payment for Services and Equipment for the period between delivery of notice and actual termination of Agreement.	See Article 11 in the contract for language ITS accepts.
18. Article 12.2	Contract	Creation of Article 12.2 to provide corresponding termination rights to Customers.	See Article 11 in the contract for language ITS accepts.
19. Article 13	Contract	Insertion of requirement of payment of attorney's fees under Miss. Code Ann. Section 31-7-307.	See Article 12 in the contract for language ITS accepts.
20. Article 14	Contract	Change to make waiver requirements applicable to both parties.	ITS accepts and has revised Article 13 to comply.
21. Article 15	Contract	Change to make severability requirements applicable to both parties.	See Article 14 in the contract for language ITS accepts.
22. Article 17	Contract	Provides limitation of indemnity by Contractor to amount received from State over the prior twelve (12) months.	ITS does not accept this exception.
23. Article 18	Contract	Removal of the State as a party for which notice is required by Contractor.	ITS does not accept this exception.
24. Article 19	Contract	Clarification that Contractor is a Mississippi corporation with authority to enter into Contract.	ITS accepts and has revised Article 18 to comply.
25. Article 20	Contract	Clarifications as to acceptable methods of notice.	See Article 19 in the contract for language ITS accepts.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
26. Article 21	Contract	Clarification of record retention policy to be three (3) years from the date of Services provided other than call records, which are required only be maintained for eighteen (18) months pursuant to FCC regulations.	See Article 20 in the contract for language ITS accepts.
27. Article 24.1	Contract	Removal of "Customer policies and procedures" as already incorporated in section.	ITS does not accept this exception. See Article 23.1 for language ITS accepts.
28. Article 24.2	Contract	Correction of references.	See Article 23.2 for language ITS accepts.
29. Article 25	Contract	Deletion of Article as conflict of interest as does not apply. State and Customers retains termination rights under Article 12.1 and 12.2, respectively.	ITS does not agree with this exception.
30. Article 26.1	Contract	Addition of permission to Allow contractor to utilize the State's Customer Proprietary Network Information in accordance with the Communications Act of 1934 and the FCC rules and regulations.	ITS accepts this exception. See Article 25.1 in the contract.
31. Article 26.3	Contract	Addition of new section clarifying that the Agreement provisions specifying the Services purchased, the price to be paid and the Term are not Confidential Information.	See Article 35 in the contract where that language is mentioned.
32. Article 27	Contract	Clarifies that only applicable law will apply with respect to sovereign immunity.	ITS does not accept this exception.
33. Article 29.1	Contract	Correction of defined terms	See Article 28.1 for language ITS accepts.
34. Article 29.2	Contract	Reorders the precedence of documents.	See Article 28.2 for language ITS accepts.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
35. Article 29.3	Contract	Clarification of reordered precedence of documents consistent with Article 29.2.	See Article 28.3 for language ITS accepts.
36. Article 32	Contract	Correction of defined terms.	See Article 31 for language ITS accepts.
37. Article 33	Contract	Clarification that reimbursement only to damaged State property in Contractor's possession.	ITS accepts this exception. See Article 32.
38. Article 34	Contract	Provides that any news releases regarding the Contract will not be made without State and Contractor's written consents.	ITS accepts this exception. See Article 33.
39. Article 35.1	Contract	Correction of defined terms.	See Article 34.1 for language ITS accepts.
40. Article 35.2	Contract	Incorporates the use of a Service Level Agreement for provision of credit to Customer.	ITS accepts this exception. See Article 34.2.
41. Article 35.3	Contract	Provides that Contractor will pass on any warranties from equipment manufacturers to Customer as well as any other warranties as specified in the RFP response.	See Article 34 for language ITS accepts.
42. Article 35.4	Contract	Correction of defined terms.	See Article 34 for language ITS accepts.
43. Article 35.5	Contract	Correction of defined terms and clarification that Customer will acquire clear title upon payment in full for the Equipment.	See Article 34 for language ITS accepts.
44. Article 35.6	Contract	Correction of defined terms and provision for refurbished equipment at the election of Customer.	See Article 34 for language ITS accepts.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
45. Article 35.7	Contract	Deletion of last sentence regarding additional remedies upon termination.	ITS does not accept this exception. This is a matter of state law.
46. Article 35.8	Contract	Removal of "Customer" from representation and warranty as the Customers are unknown at this point other than ITS and State officials. Limits the time frame for evaluation to the time the Agreement is approved by ITS.	ITS does not accept this exception. See Article 34.8 for language ITS accepts.
47. Article 35.9	Contract	Clarification that Customer employees will enjoy the benefit of the Services provided under the Contract.	See Article 34.9 for language ITS accepts.
48. Article 36	Contract	Correction of defined terms.	See Article 35 for language ITS accepts.
49. Article 37.1	Contract	Clarifies that changes may be requested by the State, but are subject to written approval by State and Contractor. Combines change order requirements of Articles 37.1 and 37.2. Removes requirement that Contractor perform all changes requested by Customer which have no price or schedule effect.	ITS does not accept this exception. See Article 36.1 for language ITS accepts.
50. Article 37.2	Contract	Combined into Section 37.1.	ITS does not accept this exception.
51. Article 37.3	Contract	Renumbered to Article 37.2 and clarification of defined term.	ITS does not accept this exception.
52. Article 37.4	Contract	Renumbered to Article 37.3 and provides for further changes to change order with Customer approval.	ITS does not accept this exception.
53. Article 37.5	Contract	Renumbered to Article 37.4.	ITS does not accept this exception.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
54. Article 37.6	Contract	Renumbered to Article 37.5.	ITS does not accept this exception.
55. Article 37.7	Contract	Renumbered to Article 37.6.	ITS does not accept this exception.
56. Article 38	Contract	Removal of liability for damages which Customer notified Contractor or were foreseeable. Removal of exclusion for liability limitation for fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property.	ITS does not accept this exception. See Article 38 for language ITS accepts.
57. Attach Ai - 4.7.8.13.3.3	Attach Ai - 4.7.8.13.3.3 Column E Response	C Spire cannot provide call forward busy-variable but can provide call forward variable.	ITS accepts this exception
58. Attach Ai - 4.7.8.13.3.5	Attach Ai - 4.7.8.13.3.5 Column E Response	C Spire cannot provide call no answer-variable but can provide call forward variable.	ITS accepts this exception
59. Attach Ai - 4.12.6.2	Attach Ai - 4.12.6.2 Column E Response	If C Spire is awarded the contract for the Voice and Data Network category, we would propose to provide C Spire provided unlimited long distance to the fifty United States and Canada at no additional charge. This would eliminate any need for FX service.	ITS accepts this exception
60. Attach Ai - 4.12.6.3	Attach Ai - 4.12.6.3 Column E Response	If C Spire is awarded the contract for the Voice and Data Network category, we would propose to provide C Spire provided unlimited long distance to the fifty United States and Canada at no additional charge. This would eliminate any need for FX service.	ITS accepts this exception
61. Attach Ai - 4.12.6.4	Attach Ai - 4.12.6.4 Column E Response	If C Spire is awarded the contract for the Voice and Data Network category, we would propose to provide C Spire provided unlimited long distance to the fifty United States and Canada at no additional charge. This would eliminate any need for FX service.	ITS accepts this exception

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
62. Attach Ai - 4.14.5.6	Attach Ai - 4.14.5.6 Column E Response	C Spire standard directory assistance is available to all wireless and wireline voice customers, however, usage is not tracked and therefore no specific references can be identified. In regards to C Spire's online directory assistance offering, it is currently being developed, so no references are available.	ITS accepts this exception