

PROJECT NUMBER 42030
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT AGREEMENT
BETWEEN
CELLULAR SOUTH, 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 Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") is entered into by and between Cellular South, Inc., d/b/a C Spire, a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to as "Contractor") and the 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 Request for Proposals No. 3820, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and cellular equipment, data devices, data cards, and related accessories ("Products") which will be administered by ITS; and

WHEREAS, the Contractor was a 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, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT AND PRICE RE-DETERMINATION

1.1 Unless this Master Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Master Agreement shall become effective on July 1, 2016 (the "Effective Date") and shall continue in effect through the close of business on June 30, 2021. At the end of the initial term, this Master Agreement may, upon the written agreement of the parties, be renewed for two (2) additional two (2) year terms. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Master 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 Master Agreement.

1.2 The parties agree that price re-determination will be conducted during months eighteen (18) and thirty-six (36) of the initial term of the Master Agreement, with the pricing firm and not subject to being increased during any such eighteen (18) month period of the Master Agreement. It is understood that if after good faith negotiations during any cycle of price re-determinations, the parties are unable to agree on the pricing, ITS may, in its sole discretion, elect to terminate this Master Agreement in whole or in part pursuant to Article 18 herein.

ARTICLE 2 MODIFICATION OR RENEGOTIATION

This Master 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 the Master Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement necessary.

ARTICLE 3 INCLUDED PARTIES

Contractor will accept orders pursuant to Article 4.2 herein, and furnish the Services and Products under this Master Agreement to any governmental agency, educational institution or governing authority within Mississippi, at the prices specified herein. It is agreed that any governing authority within Mississippi acquiring Products and Services under this Master Agreement will work with Contractor to mutually determine the applicable subscription term.

ARTICLE 4 ORDERS AND USAGE

4.1 The State does not make any guarantees as to volume of minutes used or dollars to be spent under this Master Agreement.

4.2 When a Customer decides to procure any Services or Products from Contractor, the Customer shall follow ITS' then-current, published instructions for use memorandum and applicable laws and shall contact the Contractor to request the particular Services and Products to be procured. Contractor agrees to provide to ITS, at no additional charge, semi-annual reports for all Customers placing orders with the Contractor, with such reports listing the user name and access number, total minutes of use, total cost for such users, and any other information as may be mutually agreed upon by ITS and the Contractor.

4.3 The terms and conditions of this Master Agreement shall apply to all orders for Services and Products procured from Contractor hereunder. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any document provided by Contractor. The parties agree that the State has the right to adjust the quantities of Services and Products procured based upon the availability of funding or as determined necessary by the State.

4.4 Contractor shall post a catalog of cellular telephones and accessories to the website, which catalog may be updated semi-annually by the Contractor. The Contractor acknowledges that while the discounts specified in their Proposal in response to RFP No. 3820 may be increased, they may not be decreased during the term of this Master Agreement.

4.5 Contractor may cancel an order if Contractor reasonably believes that the Product ordered is no longer available or is not available in sufficient quantities. If a Product is no longer available or is available in insufficient quantities, Contractor will notify the subscriber and the subscriber may either modify or cancel that order. If the subscriber agrees, the Contractor may provide a substitute Product.

4.6 By using the Services hereunder, Customer understands and agrees as follows:

- (a) Customer is prohibited from using the Service in any way that is unlawful, harmful to or interferes with use of Contractor's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam, a security risk, or a violation of privacy.
- (b) The Services shall not be used in any way which would violate US state or federal laws.
- (c) Customer is prohibited from hosting, posting, transmitting, or re-transmitting any content

or material that harasses or threatens the health or safety of others.

(d) Finally, Customer shall not use the Services to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography.

ARTICLE 5 SCOPE OF SERVICES AND COVERAGE AREA

5.1 Contractor agrees to provide the cellular voice and data Services and Products for the State of Mississippi as specified in Section VII of RFP No. 3820 and Contractor's Proposal, as accepted by ITS, in response thereto, and at the prices specified therein and in Exhibit A which is attached hereto and incorporated herein by reference.

5.2 Contractor agrees that it will provide the cellular coverage indicated in the map included in Contractor's Proposal in response to RFP No. 3820. Contractor further agrees to update this map from time to time as significant changes in cellular coverage occur. The home service area is defined as the State of Mississippi.

ARTICLE 6 RESPONSIBILITIES OF CONTRACTOR

Contractor represents and warrants as follows:

6.1 Contractor shall provide the cellular voice and data Services and Products as specified in Section VII of RFP No. 3820 and Contractor's Proposal.

6.2 Contractor shall participate in the Department of Homeland Security's Wireless Priority Service ("WPS") and provide priority access to a certain number of cellular telephones within agencies or entities. It is understood that based upon the disaster or emergency, the agencies or entities include, but are not limited to, law enforcement (both state and local), Governor's Office, MDEQ, MDOT, MEMA, Mississippi Department of Health, and other first responders.

6.3 Contractor shall provide communications on wheels ("COWS") for emergency situations as specified in its Proposal in response to RFP No. 3820.

6.4 Contractor agrees to provide the minimum number of active cellular telephones as specified in the attached Exhibit A for use by various eligible agencies during natural disasters and/or periods of emergency, as declared by State and local emergency preparedness agencies. The telephones provided hereunder shall be returned to the Contractor at termination of the emergency period in good working condition, ordinary wear and tear excepted, or the State may elect to retain such telephones and add them to the selected plan.

6.5 Contractor shall provide, at no additional cost, a new basic cellular telephone for each cellular number activated on the State's cellular plan. Contractor shall also supply the appropriate owner's manual for each cellular telephone or push-to-talk ("PTT") phone issued by Contractor hereunder. Remanufactured hardware will not be accepted.

6.6 Upon request, Contractor shall provide cell phone number portability as required by the FCC.

6.7 Contractor shall activate, terminate, or suspend service on existing equipment and complete requested plan changes within twenty-four (24) hours of notification by the approved agency or entity contact.

6.8 In the event a free telephone is lost or stolen, the Contractor shall replace it at no cost for one (1) time only. Any subsequent losses will be replaced at a cost not to exceed \$100.00.

6.9 Contractor shall notify ITS at least five (5) business days in advance of any planned service outages and/or scheduled maintenance. Contractor shall notify the ITS Network Operations Center by dialing (601) 359-1405. This notification shall include impacted coverage areas and an estimated duration of the outage. For each consecutive twenty-four (24) hour outage period incurred for any planned service and/or scheduled maintenance, the Contractor shall prorate the bill for a full day of service for each impacted subscriber upon written request by the subscriber and confirmation by the Contractor.

6.10 Regardless of the plan implemented, the following shall apply: (a) There shall be no roaming charges within the State of Mississippi; (b) Nationwide long distance shall be provided at no additional cost; and (c) There shall be no charges for unanswered calls.

6.11 Contractor understands and agrees that the State of Mississippi shall bear no responsibility for fraudulent calls, including but not limited to, number theft via "cloning". Fraudulent calls shall be the sole responsibility of the Contractor if Customer complies with this Section. Customer shall notify Contractor in the event it has reasonable cause to believe that fraud has occurred, is occurring or is likely to occur. Contractor will work with Customer within its technical limits to prevent fraud. Customer shall notify Contractor as soon as practicable in the event of the loss or theft of a wireless device.

6.12 Contractor shall provide any necessary services, maintenance, repairs and/or replacement of cellular telephones, adapters, and other accessories for the duration of this Master Agreement, including but not limited to the following: (a) maintaining a stock of cellular equipment necessary to support the requirements of this Master Agreement such that all orders for Service and equipment can be filled within twenty-four (24) hours of receipt of an order; (b) providing adequate after sales support and consultation staff to make recommendations on equipment, rate plans, usage, etc. as necessary to support the requirements of this Master Agreement; (c) maintaining the account team as specified in Contractor's Proposal in response to RFP No. 3820 in Mississippi to support the needs of the subscribers hereunder; (d) providing instruction, both pre-recorded and printed, on the use of its Service, and (e) maintaining service levels and quality, to industry standards, so as to minimize impaired service, low transmission, transmission interference, and similar deficiencies.

ARTICLE 7 DELIVERY, RISK OF LOSS, ACCEPTANCE, AND TITLE

7.1 Contractor shall deliver the cellular telephones to the location specified by the Customer and pursuant to the delivery schedule mutually agreed to by the parties.

7.2 Contractor shall assume and shall bear the entire risk of loss and damage to the cellular telephones and accessories from any cause whatsoever while in transit and at all times throughout its possession thereof.

7.3 Contractor shall provide each subscriber a thirty (30) calendar day acceptance period to test coverage and to test the cellular telephones and accessories, commencing at the later date of either service activation or equipment receipt. During this acceptance period the subscriber shall have an opportunity to evaluate and test the cellular telephones to confirm that they perform without any material defects and perform pursuant to the specifications set forth in RFP No. 3820 and Contractor's Proposal in response thereto.

7.4 In the event the cellular telephone fails to perform as stated in Article 7.3 herein, the

subscriber shall notify Contractor who shall, within four (4) working days, either correct the defects identified by the subscriber or replace the defective telephone/accessory. If Contractor is unable to correct the defects or replace the defective telephone/accessory, or if coverage is not acceptable (e.g., consistently dropped calls, poor signal strength, call quality, etc.), the subscriber may, without incurring activation charges or termination penalties, cancel service and return the telephone/accessory to Contractor.

7.5 Title to the cellular telephones and accessories provided under this Master Agreement shall pass to the Customer upon its acceptance of same.

ARTICLE 8 SERVICE LEVEL AGREEMENTS

The Contractor must meet or exceed the following performance measures:

(A) Less than two percent (2%) voice call blocks: If the percentage of calls blocked exceeds 2%, then the total percentage of calls blocked (including the 2%) shall result in the Contractor making an equal percentage reduction of the Customer's bill for the month, regardless of the plan. A call is defined to be blocked when a user is unable to initiate a call due to network congestion or other capacity shortcomings.

(B) Less than two percent (2%) voice call drops: If the average for the wireless voice drops for the Contractor's network is 2% or more during any month, then the Customer may be eligible for a service credit of ten percent (10%) of the monthly recurring charge for the wireless services. A call is defined to be dropped when a user experiences an abnormal call release without either side manually ending the call within the Contractor's coverage area.

(C) Ninety-eight percent (98%) network availability: If the average wireless network availability for the Contractor's network during any month is less than 98%, then the Customer may be eligible for a service credit of 10% of the monthly charge for the wireless services. The availability of all network elements in the call path for wireless voice service determines the overall service availability.

ARTICLE 9 METHOD OF PAYMENT

The State agrees to pay the Contractor for the Services and Products rendered at the prices set forth in the Contractor's Proposal as accepted by the State in response to RFP No. 3820 and restated in the attached Exhibit A. The Contractor shall submit invoices with the appropriate documentation to the State as Services are rendered during the term of this Master Agreement using the processes and procedures identified by the State. 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. The Contractor understands and agrees that the State is exempt from the payment of taxes in the State of Mississippi. 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.

ARTICLE 10 WARRANTIES

10.1 Contractor represents and warrants that it has the right to provide the Services and the

cellular Products provided under this Master Agreement.

10.2 Contractor represents and warrants that all Services and cellular Products provided by Contractor shall meet or exceed the minimum specifications set forth in RFP No. 3820 and Contractor's Proposal, as accepted by ITS, in response thereto.

10.3 Contractor represents and warrants that the State shall acquire good and clear title to the cellular Products purchased hereunder, free and clear of all liens and encumbrances.

10.4 Contractor represents and warrants that each cellular Product delivered shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" Product.

10.5 Contractor represents and warrants that it has and will obtain and pass through to the State any and all warranties obtained or available from the manufacturer/licensor of the cellular Product.

10.6 Contractor represents and warrants that all cellular Products provided pursuant to this Master Agreement shall, for a period of one (1) year, be free from defects in material, manufacture, design and workmanship. Contractor's obligation pursuant to this warranty shall include, but is not limited to, the repair or replacement of the Product at no cost to the State. If an item must be returned to the manufacturer for warranty service or replacement during the warranty period, the Contractor shall be responsible for payment of all shipping charges and supplying the Customer with a substitute item of equipment during the time that repairs are being made.

10.7 Contractor represents and warrants that all work performed hereunder 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 Master Agreement. For any breach of this warranty, the Contractor shall perform the services again, at no cost to the State, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the State the fees paid to the Contractor for the unsatisfactory services.

10.8 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.

ARTICLE 11 INFRINGEMENT INDEMNIFICATION

11.1 Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or the State which involve the Products provided under this Master Agreement and shall pay all costs, attorney fees, settlements, damages and judgment finally awarded against the State, provided that: (i) the State promptly notifies Contractor in writing of any such claim of which it has knowledge; (ii) Contractor has, to the extent authorized by Mississippi law, sole control of the defense of any actions and negotiations related to the defense or settlement of any claim, and (iii) the State cooperates in the defense of the claim by supplying Contractor all relevant information currently available and in its possession, all at Contractor's expense.

11.2 If Contractor believes that the Product is or will become the subject of an infringement claim, or in the event that use of the Product is enjoined, Contractor, at its own expense, shall: (a) first procure for the State the right to continue using the Product, or upon failing to procure such right; (b) modify or replace the Product or components thereof with non-infringing products so it becomes non-infringing while maintaining substantially similar functionality, or upon failing to secure either such right, (c) request the State to return the infringing items to Contractor and Contractor shall refund the purchase price previously paid by the State for the Products the State may no longer use. Said refund shall be paid within ten (10) working days of notice to the State to discontinue said use.

11.3 Contractor shall have no obligation for infringement claims resulting directly from: (a) unauthorized Product modifications by Customer or a third party other than the manufacturer; (b) Contractor's compliance with Customer's written designs, specifications or instructions; or (c) the use of the Product with products not supplied by Contractor.

ARTICLE 12 EMPLOYMENT STATUS

12.1 Contractor shall, during the entire term of this Master Agreement, be construed to be an independent contractor. Nothing in this Master Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

12.2 Contractor represents that it is qualified to perform the duties to be performed under this Master Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer. 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. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

12.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Master Agreement.

ARTICLE 13 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 to install or repair equipment shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 14 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

14.1 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 Contractor has assembled for any given Customer project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

14.2 Neither party to this Master Agreement may assign or otherwise transfer this Master 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 Master Agreement shall be binding upon the parties' respective successors and assigns.

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

14.4 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 Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Contractor. 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.

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

14.6 The State understands that Contractor's network includes elements purchased from third party telecommunications providers and that Contractor provides Services in certain areas of the country through other telecommunications providers, i.e., roaming. These third party telecommunications providers are expressly consented to by the State by execution of this Master Agreement and the provisions of this Article 14 shall not apply to such entities.

ARTICLE 15 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this Master 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 Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement are at any time, 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 Master Agreement, the Customer shall have the right to immediately terminate this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Master Agreement. In the event of such termination, Contractor shall receive just and equitable compensation for Services rendered by Contractor to Customer prior to termination.

ARTICLE 16 TERMINATION

16.1 Notwithstanding any other provision of this Master Agreement to the contrary, this Master Agreement may be terminated as follows: (a) upon the mutual, written agreement of the parties; (b) If either ITS or the Contractor fails to comply with the terms of this Master Agreement, the non-defaulting party may terminate this Master Agreement, 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) ITS may terminate this Master 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) ITS may terminate this Master Agreement without the assessment of any penalties or termination charges, for any reason after giving thirty (30) days written notice specifying the effective date thereof to the Contractor. The State will be responsible for charges for Services provided prior to the date of termination.

16.2 A Customer and/or the Contractor may terminate Contractor Services as follows: (a) upon the mutual, written agreement of the Contractor and the Customer; (b) If either the Customer or the Contractor fails to comply with the terms of this Master Agreement, the non-defaulting party may terminate Contractor Services, 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; or (c) The Customer may terminate Contractor Services 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. The Customer will be responsible for charges for Services provided prior to the date of termination.

16.3 Upon the expiration or termination of this Master Agreement or any other termination of Services by a Customer, the State shall: (a) pay all charges due to Contractor through the date of termination; and (b) return all equipment to Contractor that has been issued within the last eighteen (18) months. Notwithstanding the foregoing and provided that the State stays current on the payment of all charges due Contractor under this Master Agreement, the Contractor will, if requested by ITS prior to the expiration or termination of this Master Agreement, provide the State with a transition period of up to six (6) months following the expiration or termination of this Master Agreement (the "Transition Period"). During the Transition Period, Contractor will continue to provide Services to all existing State customers (but not to any new State customers) on the same terms and conditions and prices as provided prior to the Transition Period. At the end of the

Transition Period or as Customers cease using Contractor's Services, the State shall: (i) pay all charges due to Contractor through the date Contractor ceases providing Services to a State Customer; and (ii) the State Customer shall return its equipment to Contractor on the same date.

ARTICLE 17 GOVERNING LAW

This Master Agreement and each order issued hereunder 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 attorneys fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Master Agreement shall affect any statutory rights the State may have that cannot be waived or limited by contract.

ARTICLE 18 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 Master Agreement. A waiver by the State, 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 State.

ARTICLE 19 SEVERABILITY

If any term or provision of this Master 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 Master Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Master Agreement can be fully achieved by the remaining portions of the Master Agreement that have not been severed.

ARTICLE 20 CAPTIONS

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

ARTICLE 21 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 third party 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 negligence or intentional misconduct of the Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Master Agreement; provided (a) Contractor is given prompt written notice of any such claim or suit of which the State has knowledge, (b) Contractor or its designee has, to the extent authorized by Mississippi law, sole control of the defense or settlement of any such claim or suit, and (c) the State cooperates and assists Contractor in the defense of any such claim or suit, all at Contractor's expense. Contractor will not be responsible for damages resulting from the negligence or intentional, wrongful acts or omissions of the State.

ARTICLE 22 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify the State in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) 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 Master Agreement and/or which may affect the Contractor's performance under this Master Agreement. Failure of the Contractor to provide such written notice to the State shall be considered a material breach of this Master 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 23 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master 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 Master Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may materially adversely affect its ability to perform its obligations under this Master Agreement.

ARTICLE 24 NOTICE

Any notice required or permitted to be given under this Master 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. Contractor's address for notice is: Mr. Brian Caraway, Senior Vice President, Enterprise Markets, Cellular South, Inc. d/b/a C Spire, 1018 Highland Colony Parkway, 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 25 RECORD RETENTION AND ACCESS TO RECORDS

25.1 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 Master Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable written notice to Contractor, have access to any of Contractor's books, documents, papers and/or records that are pertinent to this Master Agreement to make audits, copies, 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 Master Agreement (except as set forth below in Article 25.2) shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master 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.

25.2 Call records (detailed records of incoming and outgoing calls) will only be retained by Contractor for eighteen (18) months.

ARTICLE 26 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 Customer

with a certificate of conformity providing the aforesaid coverage.

ARTICLE 27 DISPUTES

Any issues or provisions of this Master Agreement in dispute between the Customer and Contractor which, in the judgment of either party may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The Customer and 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 a decision by either party shall not constitute a breach under the terms of this Master 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 28 COMPLIANCE WITH LAWS

28.1 Contractor shall comply with, and all activities under this Master Agreement shall be subject to all Customer policies and procedures and all applicable federal, state and local laws, regulations, policies and procedures as 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 Master Agreement because of race, creed, color, sex, age, national origin or disability.

28.2 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 29 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 Master Agreement.

ARTICLE 30 SOVEREIGN IMMUNITY

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

ARTICLE 31 CONFIDENTIAL INFORMATION

31.1 Contractor shall treat all State data and information to which it has access by its performance under this Master 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 Master Agreement and shall continue in full force and effect and shall be binding upon Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Master Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Master Agreement.

31.2 The parties understand and agree that this Master 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 Master 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.

31.3 The parties understand and agree 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 Master Agreement shall not be deemed confidential information.

ARTICLE 32 EFFECT OF SIGNATURE

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

ARTICLE 33 SURVIVAL

Articles 10, 11, 17, 21, 25, 30, 31, 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 Master Agreement.

ARTICLE 34 ENTIRE AGREEMENT

34.1 This Master 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 hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Contractor-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the internet. RFP No. 3820, and Contractor's Proposal submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual governmental agency/institution is concerned.

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

- A.** This Master Agreement signed by Contractor and ITS;
- B.** Any exhibits attached to this Master Agreement;
- C.** RFP No. 3820, and
- D.** Contractor's Proposal, as accepted by ITS, in response to RFP No. 3820.

34.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by 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 Master Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

ARTICLE 35 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 Master 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 Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 36 ADVERTISING AND NEWS RELEASES

Contractor agrees not to refer to this Master Agreement in commercial advertising in such a manner as to state or imply that the Service provided is endorsed or preferred by the State and is considered by the State as superior to other services. The State reserves the right to review and approve any commercial advertising wherein the State's use of Contractor's Services under this Master Agreement is referenced. Further, news releases pertaining to this Master Agreement will not be made without the State's prior written approval, and then only in accordance with the explicit written instructions from the State.

ARTICLE 37 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 Master 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 Master 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 Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 38 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, hurricanes, tornadoes, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the Master Agreement.

ARTICLE 39 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Contractor's liability shall not exceed twice the total amount of all annual sales paid by the State to Contractor under this Master Agreement. 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 Master Agreement, the parties have caused this Master Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of
Information Technology Services, on
behalf of the agencies and institutions
of the State of Mississippi

By: 

Authorized Signature

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

Title: Executive Director

Date: 6/30/16

Cellular South, Inc., d/b/a C Spire

By: 

Authorized Signature

Printed Name: J. BRIAN CRAWFORD

Title: SUP, ENTERPRISE MARKETS

Date: JUNE 29, 2016



EXHIBIT A

| VOICE, SERVICES, FEATURES, AND FEES: | | | | | | |
|---|---------------------|-------------------|---------------|-----------------|--------------------|--|
| DESCRIPTION: VOICE ONLY PLANS | MINUTES INCLUDED | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER MINUTE | |
| MS Government 125 Plan (Voice Only) includes: <ul style="list-style-type: none"> • 125 nationwide minutes • Unlimited nationwide text messaging and unlimited picture messaging (upon request) • <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1).</i> | 125 | \$10.00 per phone | N/A | N/A | \$0.07 | |
| MS Government 250 Minute Pooled Plan (Voice Only) includes: <ul style="list-style-type: none"> • 250 nationwide pooled minute per phone • Unlimited nationwide mobile-to-mobile to any C Spire customer • Unlimited nationwide nights and weekends (7:00 p.m. - 6:59 a.m.) • Unlimited nationwide text messaging and unlimited picture messaging (upon request) • Pools with 1000 Minute Pooled Plan and 750 Minute Pooled Plan • <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1).</i> | 250 Pooled Minutes | \$15.99 per phone | N/A | N/A | \$0.07 | |
| MS Government 1000 Pool Plan (Voice Only) includes: <ul style="list-style-type: none"> • 1000 nationwide pooled minutes per phone • Unlimited nationwide mobile-to-mobile to any C Spire customer • Unlimited nationwide nights and weekends (7:00 p.m. - 6:59 a.m.) • Unlimited nationwide text messaging and unlimited picture messaging (upon request.) • Pools with MS Government 250 Minute Pooled Plan and 750 Minute Pooled Plan • <i>Basic Phone included with wired ear-bud and vehicle charger (see note 1).</i> | 1000 Pooled Minutes | \$24.99 per phone | N/A | N/A | \$0.07 | |

| DESCRIPTION: BUNDLED VOICE & UNLIMITED DATA PLANS; UNLIMITED VOICE; & UNLIMITED DATA ONLY PLAN | MINUTES INCLUDED | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER MINUTE |
|---|--------------------|-------------------|---------------|-----------------|---|
| MS Government 750 Pooled Plan (Bundled Voice and Data) includes: <ul style="list-style-type: none"> • 750 nationwide pooled minutes • Unlimited nationwide mobile-to-mobile to any C Spire customer • Unlimited nationwide data usage • Unlimited nationwide nights and weekends (7:00 p.m. to 6:59 a.m.) • Unlimited nationwide text messaging • Unlimited nationwide picture messaging (upon request) • Pools with the MS Government 250 Minute Pooled Plan and the 1000 Minute Pool Plan • Tethering is not included, but can be purchased (see tethering pricing) (Basic smartphone included with wired ear-bud and vehicle charger) (see note 1) | 750 Pooled Minutes | \$47.88 per phone | N/A | N/A | \$0.07 |
| Government Precision Plan - Feature Phones <ul style="list-style-type: none"> • Includes unlimited nationwide voice • Unlimited text messaging, picture messaging • 100 MB pooled data (data can be blocked upon request). • Basic Phone included with wired ear-bud and vehicle charger (see Note 1). | Unlimited | \$17.50 per phone | N/A | N/A | There is a \$15.00/GB overage for pooled data used on this rate plan. |

| | | | | | |
|---|-----------|----------------------------|-----|-----|---------|
| MS Government Nationwide Unlimited (Blended Voice and Data) includes: <ul style="list-style-type: none"> • Unlimited nationwide voice, text messaging, and data for smart phones • Unlimited picture messaging (<i>upon request</i>) • Tethering is not included, but can be purchased (<i>see tethering pricing</i>) • <i>Basic smartphone included with wired ear-bud and vehicle charger (see Note 1).</i> | Unlimited | \$47.88 per phone | N/A | N/A | N/A |
| | | | | | |
| MS Government Unlimited Nationwide (Data Only) includes: <ul style="list-style-type: none"> • Unlimited nationwide data (<i>official government usage</i>) for hotspots and tablets. • Vehicle charger provided with applicable equipment models (<i>see note 1</i>) • <i>Basic hotspot included; tablets and Modems must be purchased</i> | Unlimited | \$33.99 per device | N/A | N/A | N/A |
| | | | | | |
| DESCRIPTION: GOVERNMENT PRECISION PLANS - POOLED DATA PLANS | | | | | |
| GOVERNMENT PRECISION PLANS (Unlimited Voice and Pooled Data) <ul style="list-style-type: none"> • This plan allows all devices (Feature Phones, Smartphones, Tablets, Data Cards/Hotspots and installed modems) on an account to share one pool of data. • Each device adds a specific plan amount of data to the pool. • There are no device limits per pool. • Data pool is built by each user and by adding additional data buckets. • One smartphone or feature phone must be activated on the Government Precision Plan in order to receive text message notifications of usage. | | | | | |
| Government Precision Plan - Feature Phones <ul style="list-style-type: none"> • Includes unlimited nationwide voice • Unlimited text messaging and unlimited picture messaging • 100 MB <i>pooled</i> data (<i>data can be blocked upon request</i>). • <i>Basic Phone included with wired ear-bud and vehicle charger (see Note 1).</i> | 100 MB | \$17.50 per phone/mo. | N/A | N/A | \$15.00 |
| | | | | | |
| Government Precision Plan - Smartphone (tethering included) | | | | | |
| | 2 GB | \$35.00 per smartphone/mo. | N/A | N/A | \$15.00 |

| | | | | | |
|--|-----------|-----------------------------|---------------|-----------------|----------------|
| <ul style="list-style-type: none">• Includes unlimited nationwide voice• Unlimited text messaging and unlimited picture messaging• Each user may choose either 2, 4, 6, or 8 GB of pooled data.• Overage @ \$15.00 Per GB• <i>(Basic smartphone included with wired ear-bud and vehicle charger)</i> | 4 GB | \$42.00 per smartphone/ mo. | N/A | N/A | \$15.00 |
| | 6 GB | \$49.00 per smartphone/ mo. | N/A | N/A | \$15.00 |
| | 8 GB | \$59.50 per smartphone/mo. | N/A | N/A | \$15.00 |
| | 2 GB | \$17.50 per device/ mo. | N/A | N/A | \$15.00 |
| | 4 GB | \$24.50 per device/ mo. | N/A | N/A | \$15.00 |
| | 6 GB | \$31.50 per device/ mo. | N/A | N/A | \$15.00 |
| | 8 GB | \$42.00 per device/ mo. | N/A | N/A | \$15.00 |
| | 5 GB | \$35.00 | N/A | N/A | N/A |
| | 15 GB | \$75.00 | N/A | N/A | N/A |
| | 30 GB | \$150.00 | N/A | N/A | N/A |
| <ul style="list-style-type: none">• Allows account to add additional pooled data as needed for higher data usage accounts.• One (1) additional data bucket allowed per account. | 60 GB | \$300.00 | N/A | N/A | N/A |
| | 90 GB | \$450.00 | N/A | N/A | N/A |
| | 120 GB | \$600.00 | N/A | N/A | N/A |
| | 150 GB | \$750.00 | N/A | N/A | N/A |
| | | | | | |
| DESCRIPTION: STAND ALONE DATA PLANS | GB AMOUNT | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER GB |

| | | | | | |
|--|------|---------|-----|-----|----------------|
| <p>1 GB of Data</p> <ul style="list-style-type: none"> • For hotspots, tablets, and installed modems • Government account rate plans may be blocked from tethering through Assist for Business (AFB). <p><i>If all of the data is used during a month, data service will be paused. Customer can purchase a Top Up Pass directly from the device at a cost of \$20.00 per gigabyte.</i></p> | 1GB | \$18.99 | N/A | N/A | \$20.00 per GB |
| <p>3 GB of Data</p> <ul style="list-style-type: none"> • For hotspots/data cards, tablets, and installed modems • Government accounts may be blocked from tethering through Assist for Business (AFB) <p><i>If all of the data is used during a month, data service will be paused. Customer can purchase a Top Up Pass directly from the device at a cost of \$10.00 per gigabyte.</i></p> | 3 GB | \$28.00 | N/A | N/A | \$10.00 per GB |
| <p>Tethering Pass: Tethering Passes are available on the MS Government 750 Pooled Plan and MS Government Nationwide Unlimited Plan.</p> <ul style="list-style-type: none"> • 1 GB for \$18.99 • A Tethering Pass expires after 1GB of data has been tethered or 30 days after purchase, whichever comes first. Additional tethering passes may be purchased at any time. | 1 GB | \$18.99 | N/A | N/A | N/A |

| DESCRIPTION: TELEMETRY POOLED PLANS | MB AMOUNT | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER GB |
|---|----------------------|---|---------------|-----------------|----------------|
| Telemetry 5 MB - Data only plan that pools data usage with Telemetry 25 MB and Telemetry 100 MB plans. Overage over the pool is \$.0003/KB. Devices purchased under this plan are not eligible for a device subsidy. | 5MB per device/mo. | \$4.00 | N/A | N/A | \$.0003KB |
| Telemetry 25 MB - Data only plan that pools data usage with Telemetry 5 MB and Telemetry 100 MB plans. Overage over the pool is \$.0003/KB. Devices purchased under this plan are not eligible for a device subsidy. | 25MB per device/mo. | \$6.00 | N/A | N/A | \$.0003KB |
| Telemetry 100 MB - Data only plan that pools data usage with Telemetry 5 MB and Telemetry 25 MB plans. Overage over the pool is \$.0003/KB. Devices purchased under this plan are not eligible for a device subsidy. | 100MB per device/mo. | \$10.00 | N/A | N/A | \$.0003KB |
| DESCRIPTION: FEES | MINUTES INCLUDED | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER GB |
| 911 Fee* | N/A | 1.05 per user/mo. | N/A | N/A | N/A |
| Universal Service Fund (USF)* | N/A | 1.778% of monthly access charges (see note 2) | N/A | N/A | N/A |
| Regulatory Recovery Charge* | N/A | \$0.20 per user/mo. | N/A | N/A | N/A |
| Administrative Recovery Charge* | N/A | \$.92 per user/mo. | N/A | N/A | N/A |

| | | | | | | |
|--|-----|-----|-----|-----|--------------------------|-----|
| Non-warrantable Replacement Fee | N/A | N/A | N/A | N/A | \$149.00 (not to exceed) | N/A |
| Early Upgrade Fees (EUF) for feature phones: <ul style="list-style-type: none"> • 12 to 14 months - \$80.00 • 15 to 17 months - \$60.00 • 18 to 20 months - \$40.00 • 21 to 23 months - \$20.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Early Upgrade Fees (EUF) for smartphones: <ul style="list-style-type: none"> • 12 to 14 months - \$190.00 • 15 to 17 months - \$170.00 • 18 to 20 months - \$90.00 • 21 to 23 months - \$40.00 | N/A | N/A | N/A | N/A | N/A | N/A |
| Early Termination Fees (ETF) for Basic Device Contract (\$180) <ul style="list-style-type: none"> • Includes feature phones, data cards, hotspots, tablets • Activations and Upgrades of feature phones, data cards, hotspots, and tablets which receive the maximum equipment discount are subject to a 24-Month service agreement. • The Early Termination Fee (ETF) for Basic Device Contracts is \$180.00. A \$7.50 monthly proration will be subtracted from the total ETF of \$180.00 each month the customer fulfills their service agreement (\$7.50 X 24 mos. = \$180.00). | N/A | N/A | N/A | N/A | N/A | N/A |

| <div>Early Termination Fees (ETF) for Advanced Device Contract (\$360)</div> <div><ul style="list-style-type: none">Includes SmartphonesActivations and Upgrades of smartphones are subject to a 24-Month Data service agreement and Data ETF of \$360.00.A \$15 monthly proration will be subtracted from the total ETF each month the customer fulfills of their Data service agreement (\$15.00 x 24 mos. = \$360).</div> | N/A | N/A | N/A | N/A | N/A | |
|--|--|------------------|------------------|---------------|-----------------|----------------|
| | DESCRIPTIONS: INCLUDED AND OPTIONAL FEATURES | MINUTES INCLUDED | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER GB |
| | Directory Assistance | N/A | N/A | 1.39 | N/A | N/A |
| | Voice Mail - Basic | Included in plan | Included in plan | N/A | N/A | N/A |
| | Voice Mail - Deluxe | Included in plan | Included in plan | N/A | N/A | N/A |
| | Visual Voicemail for Android Devices | Included in plan | Included in plan | N/A | N/A | N/A |
| | Caller ID | Included in plan | Included in plan | N/A | N/A | N/A |
| | Message Waiting | Included in plan | Included in plan | N/A | N/A | N/A |
| | Three Feature Package: Call Waiting, Call Forwarding, and Conference Calling | Included in plan | Included in plan | N/A | N/A | N/A |
| | No Answer Transfer: Allows user to transfer calls to another number after a specific number of rings. Airtime is incurred for both the incoming call and the outbound forwarded call | N/A | \$1.50 | N/A | N/A | N/A |
| Unlimited Nationwide Text Messaging | N/A | Included in plan | N/A | N/A | N/A | |

| | | | | | |
|--|------------------------|-----------------------|----------------------|------------------------|-----------------------------------|
| Pics: This feature includes unlimited picture messages on phones and smart phones. | N/A | Included in plan | N/A | N/A | N/A |
| Static IP Addresses: There are no charges to the State and Governing Authorities who make reasonable requests for Static IP addresses required in certain applications used for official government business. see note 1. | N/A | \$0.00 per device | N/A | N/A | N/A |
| Adult Content Filtering: Block access, upon request, to adult internet content on your mobile device, data card, or hot spot while using the C Spire network. NOTE: This feature does not work when using a Wi-Fi Network. | N/A | N/A | N/A | N/A | N/A |
| DESCRIPTION: SPECIAL SERVICES | PER MINUTE COST | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER MINUTE/MESSAGE |
| Wireless Priority Service: An enhancement to basic wireless service that allows your National Security/Emergency Preparedness (NS/EP) calls to queue for priority service in order to complete the call. Customers must contact the NCS to apply for Wireless Priority Service (WPS). Customers should visit: https://www.dhs.gov/wireless-priority-service-wps to complete the application for WPS | \$0.75 per minute | \$0.00 | N/A | \$0.00 per phone | N/A |
| Emergency Phone Bank: C Spire maintains a bank of 1000 phones to be distributed in an emergency situation or natural disaster. In most cases the phones should be returned within sixty (60) days from the onset of the emergency, unless the emergency is of a magnitude that requires an extended period of time. C Spire will work with each agency to determine the return date. | N/A | N/A | N/A | N/A | N/A |

| DESCRIPTION: PHONE INSURANCE | MONTHLY CHARGE | DEDUCT. PER DEVICE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER MINUTE/MESSAGE |
|---|-------------------|---|---------------|-----------------|----------------------------|
| Standard Phone Insurance: Available on handsets up to \$600 non-retail value. Provided by eSecuritel: (Link: Esecuritel.com/cspire) Covers the phone or Smartphone, standard battery, and wall charger for loss, theft, or accidental damage. Immediate coverage when added at purchase of phone; effective in 60 days when added to an existing phone. | \$4.95 per phone | \$50.00-\$150.00 (based on device type & model) | N/A | N/A | N/A |
| Premium Phone Insurance: Available on handsets over \$600 non-retail value. Provided by eSecuritel: (Link: Esecuritel.com/cspire) Covers the phone or Smartphone, standard battery and charger are covered for loss, theft, accidental damage, and mechanical and electrical failure after the manufacturer's warranty period expires. Immediate coverage when added at purchase of phone; effective in 60 days when added to an existing phone. | \$6.95 per device | \$199.00 | N/A | N/A | N/A |
| CHOICE Warranty Plus (for Android devices): Extends the warranty of your qualified 4G Android™ devices. Provided by eSecuritel: (Link: Esecuritel.com/cspire) Phone and standard battery are covered for accidental damage and mechanical and electrical failure for one additional year after the manufacturer's warranty period expires. Customer must purchase the additional protection at the time the 4G Android device is purchased. NOTE: Deductible will be assessed at the time of claim and replacement phone will be shipped via second-day air. | N/A | \$50.00 | N/A | \$99.00 | N/A |

| <p>Apple Care+: for iPhone extends repair coverage and technical support to two years from the original purchase date of iPhones and adds coverage for up to two incidents of accidental damage due to handling, each subject to a \$79.00 service fee (deductible) plus applicable tax for iPhone 5S, 5C, or 4S (8GB) devices or a \$49 service fee (deductible) for iPhone 4 and 4S (16GB). AppleCare+ provides repair or replacement coverage, both parts and labor, from Apple-authorized technicians. For more information, go to http://store.apple.com/us/product/S45475LL/A</p> | N/A | \$49.00/\$79.99 (based on device model) | N/A | \$99.00/ \$129.00 (based on device model) | N/A |
|---|------------------|--|-----------------------------------|--|----------------|
| DESCRIPTION: INTERNATIONAL CALLING | MINUTES INCLUDED | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER GB |
| <p>International Calling is defined as calls origination in the U. S. and terminating internationally. C Spire provides two (2) available options.</p> <p>Option 1 - Standard International Cellular Calling</p> <ul style="list-style-type: none"> • All C Spire phones come pre-equipped to call Canada or Mexico over their built-in cellular connections at a rate of \$.20/min and charges are billed to your cellular account. • Access to all other countries can be enabled by calling Assist for Business (AFB) at 1.877.276.8842. • See website to view other countries and cost of international calling using Standard Cellular Calling. • Includes Free International Texting from the U. S. to 140+ international countries. <p>Standard Cellular Calling can be blocked upon request.</p> | N/A | N/A | Per Minute Rates Vary per Country | N/A | |
| <p>Option 2 - International Calling App</p> <ul style="list-style-type: none"> • Call Internationally by downloading our C Spire International Calling App - available on iOS and Android smartphones and tablets. International calls can be made while on the C Spire Network or a Wi-Fi network anywhere in the world. • C Spire offers two (2) ways to pay for calls using | N/A | \$5.00 Minimum Purchase - No Expiration Date | Per Minute Rates Vary per Country | N/A | N/A |

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| the app: | | | | | | |
| 1. Pay-by-the-Minute | | | | | | |
| 2. Unlimited Calling - Sign up and get unlimited international calling to ten (10) numbers. • Includes 80+ countries, and calls placed outside those listed are charged using the Pay-by-the-Minute balance. • Lasts for 30 days from the day of purchase. • Please see the C Spire website to view other countries and cost of international calling using the International Calling App. | N/A | \$10.00/month | Per Minute Rates Vary per Country | N/A | N/A | |
| DESCRIPTION: INTERNATIONAL TRAVEL | MINUTES INCLUDED | MONTHLY CHARGE | PER CALL COST | ONE TIME CHARGE | OVERAGE PER GB | |
| International Travel calls are defined as calls originating outside the continental U. S. There are two (2) available options. Option 1 - Standard International Traveling - Many C Spire phones can be used outside of the continental U. S. • Before travelling, call Assist for Business (AFB) by dialing 1.877.276.8842 to request international roaming access, as <i>an international SIM card</i> is required. • There are three types of international travel calls: Canada and Mexico, Preferred Countries, and Remaining Countries. See the website to view the list of Preferred Countries and Remaining Countries and cost associated with traveling in those areas. • <i>Customers do NOT need to request access to use phones in the following locations: the Bahamas, Canada, Mexico, Puerto Rico or the U.S. Virgin Islands.</i> • Loaner phones are available upon request for customers who do not have an international capable device. Please see the C Spire website, for a complete list of all countries and prices. | N/A | \$5.00 | Per Minute Rates Vary per Country | N/A | N/A | |

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| <p>Option 2 - International Calling App -</p> <ul style="list-style-type: none"> • Call Internationally by downloading the C Spire International Calling App. • The International Calling App also works while users are abroad. • Connect to any Wi-Fi signal with rates as low as \$.01/min. • Two (2) ways to pay for calls using the app. <p>1. Pay-by-the-Minute</p> | N/A | \$5.00 Minimum Purchase - No Expiration Date | Per Minute Rates Vary per Country | N/A | N/A |
| <p>2. Unlimited Calling - Sign up and get unlimited international calling to ten (10) numbers.</p> <ul style="list-style-type: none"> • Includes 80+ countries, and calls placed outside those listed are charged using the Pay-by-the-Minute balance. • Lasts for 30 days from the day of purchase. • Please see website, to view other countries and cost of international calling using the International Calling App. | N/A | \$10.00/month | Per Minute Rates Vary per Country | N/A | N/A |
| <p>C Spire Wi-Fi On App -</p> <ul style="list-style-type: none"> • This free solution provides access to 20 million free Wi-Fi hotspots worldwide, helping you conserve your data allotment while you're on the road. • Save money with free access to data while on your mobile device when traveling outside the U.S. • Save plan data by increasing Wi-Fi usage • Maintain faster connections indoors or in remote coverage locations. • Maintain more stable data connections where signals aren't as strong • Optimize battery usage • Download the "C Spire Wi-Fi On" app from the Apple App store or Google Play. | N/A | \$0.00 | N/A | N/A | N/A |

NOTES:

Note 1: Customers participating in this service must reside in the C Spire Network, which is defined as the state of Mississippi; Mobile and Baldwin counties in Alabama; Escambia, Santa Rosa, Okaloosa and Walton counties in Florida; and generally in the area in and surrounding Memphis/West Memphis, Arkansas and nearby western Tennessee.

Note 2: USF Fee is subject to change in accordance with the orders of the Universal Services Administration Company ("USAC") and the Federal Communications Commission ("FCC").

Note 3: Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage. C Spire reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows. Customer may not send solicitations to C Spire subscribers without the subscribers consent. Customer may not use the Services other than as intended by C Spire and applicable law.