

Software Resale Service Agreement (Microsoft Office 365)

This Service Agreement (this "Agreement") is entered into by and between Telepak Networks, Inc., a corporation ("C Spire"), and the individual or entity that has executed this Agreement below ("Customer"). Initially capitalized terms used in this Agreement and not defined herein shall have the meanings assigned to them in the Master Agreement as defined below. C Spire and Customer are sometimes each referred to herein as a "Party" and, collectively, as the "Parties."

WHEREAS, the Parties entered into that certain Telecommunications Services Agreement (the "Master Agreement") pursuant to which Customer may order certain Services provided by C Spire;

WHEREAS, C Spire is a reseller of certain Microsoft software products (collectively referred to herein as the "Software") pursuant to that certain Microsoft Cloud Reseller Agreement (the "Reseller Agreement"); and

WHEREAS, Customer desires to purchase Microsoft Software License(s) (the "Software License(s)") related to certain Microsoft software products (the "Software") from C Spire and C Spire desires to sell Microsoft Software License(s) to Customer.

NOW THEREFORE, the Parties agree as follows:

1. SOFTWARE AND SERVICES:

1.1 Software Purchase. Customer will submit a Service Agreement order form in the form utilized under the Master Agreement (the "Purchase Order") designating the Software License(s) to be purchased by Customer and identifying the Software License(s) purchased as Bundled Software or Unbundled Software, each as defined below. C Spire shall sell the Software License(s) to Customer pursuant to the fees set forth in Section 2 below.

1.2 Microsoft Cloud Agreement. In conjunction with submission of the Purchase Order, and as a condition to C Spire's obligation to sell the Software License(s) to Customer, Customer shall execute and deliver to C Spire the Microsoft Cloud Agreement (Volume Licensing) in the form attached hereto as Exhibit A or such other form as may be requested by Microsoft (the "Microsoft EULA").

1.3 Support. C Spire will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with resolving issues related to the Software. Only Customer's authorized account contact(s) may request technical support. C Spire's technical support response time depends on the complexity of the inquiry and support request volume. For more information visit C Spire's technical support page at www.cspire.com/business/support.jsp. C Spire's obligation to provide technical support does not apply to any service impacting events related to the Software. C Spire reserves the right to redirect or escalate support requests to Microsoft in its sole and absolute discretion. C Spire does not guarantee compatibility of the Software with any specific configuration of hardware or software. C Spire encourages Customer to discuss any technical and compatibility issues with C Spire's technical support personnel.

1.3 Term. The Term of this Service Agreement with respect to Bundled Software, as defined below, shall be thirty-six (36) calendar months. The Term with respect to Bundled Software shall automatically renew for additional twelve (12) month Terms, unless Customer provides C Spire with written notice of termination at least sixty (60) days prior to expiration of the then applicable Term. The Term of this Service Agreement with respect to Unbundled Software, as defined below, shall be one (1) month. The Term with respect to Unbundled Software shall automatically renew for successive one-month Terms, unless Customer provides C Spire with written notice of termination at least thirty (30) days prior to expiration of the then applicable Term. Notwithstanding anything to the contrary herein, the Parties may agree upon a Term other than as set forth in this Section 1.3 in the Purchase Order.

1.4 Termination for Cause. If a Party breaches any term of this Service Agreement, the other Party can terminate this Service Agreement for cause. The terminating Party will give the breaching Party not less than thirty (30) days' written notice and opportunity to cure the breach if the cause for termination is curable. A Party will be allowed to cure a breach once, provide that if a Party breaches the Service Agreement for the same reason as a prior breach, such as late payment, then the other Party may terminate the Service Agreement immediately. If the cause for termination is not curable, termination is effective immediately upon written notice from the terminating Party. Disclosure of confidential information including the disclosure of specially negotiated Customer terms, misappropriation of C Spire's intellectual property, and insolvency, bankruptcy or other similar proceedings, are grounds for immediate termination.

1.5 Termination without Cause. Either Party may terminate this Service Agreement at any time upon thirty (30) days' prior written notice to the other Party; provided, however, that in the event Customer terminates this Service Agreement with respect to Bundled Software prior to the end of the then-applicable Term, Customer shall pay to C Spire an amount equal to the total monthly service fees applicable pursuant to Section 2 below multiplied by the number of months remaining in the Term.

1.6 Microsoft Termination. C Spire may terminate this Service Agreement immediately upon written notice to Customer in the event that Microsoft terminates the Reseller Agreement or the Microsoft EULA.

2. CUSTOMER FEES

2.1 Bundled Fees. In the event that Customer purchases Software in conjunction with the purchase of certain other Services under the Master Agreement as set forth below (such Software being referred to herein as "Bundled Software") the following monthly rates will apply:

2.1.1 Secure Office Bundle. In the event Customer purchases a bundle of Services including Small Business Internet, Security as a Service (Hosted Firewall – Standard Package), and the Software (designated Microsoft Office 365 Business Premium licenses), then Customer's monthly service fee for the Secure Small Business Bundle shall be \$499.00 per month, excluding applicable taxes and fees.

2.1.2 Secure Office with Voice Bundle. In the event Customer purchases a bundle of Services including Small Business Internet, Security as a Service (Hosted Firewall – Standard Package), IPV Service (5 Lines with VVX400 Phones) and the Software (designated Microsoft Office 365 Business Premium licenses), then Customer's monthly service fee for the Secure Small Business IPV Bundle shall be \$649.00 per month, excluding applicable taxes and fees.

2.1.3 Licensed User Limitation. Bundled Software will entitle Customer to five (5) licensed users of the Software in the form of Microsoft Office 365 Business Premium licenses. Any licensed users in excess of that, or licenses for other named SKUs of the Software required by Customer may be purchased as Unbundled Software pursuant to Section 2.2 hereof.

2.2 Unbundled Fees. In the event that Customer purchases Software that is not bundled with other Services as set forth in Section 2.1 above (such Software being referred to herein as "Unbundled Software") then Customer's monthly license fee per user of the Software shall be as set forth in Exhibit B attached hereto. Customer may add or remove licensed users for Unbundled Software, provided, however, that Customer shall pay C Spire the monthly license fee for each licensed user that is licensed to use the Software during the applicable monthly billing period, regardless of when the user becomes licensed within that monthly billing period. The monthly per user license fee applicable to Unbundled Software at the time of execution of an applicable Purchase Order shall remain valid for twelve (12) months from the date of such Purchase Order, after which time C Spire reserves the right to adjust the monthly per user license fee.

2.3 Billing. C Spire shall invoice Customer on a monthly basis for the fees owed pursuant to a Purchaser Order and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Fees listed herein are not inclusive of any applicable taxes, levies or surcharges. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against C Spire because of the Software or Services provided hereunder by C Spire to Customer shall be the responsibility of Customer. Invoicing for fees associated with Unbundled Software will commence one month following Customer's purchase of the Software.

3. DISCLAIMER OF WARRANTIES

C SPIRE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE SOFTWARE IS FREE FROM ANY INHERENT DEFECTS, OR BUGS. C SPIRE ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS SUITABLE FOR CUSTOMER'S NEEDS, HAS THE FUNCTIONALITY TO MEET CUSTOMER'S REQUIREMENTS, IS COMPATIBLE WITH CUSTOMER'S HARDWARE OR OTHER SOFTWARE OR DOES NOT INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY. C SPIRE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, UNLESS OTHERWISE SPECIFIED IN WRITING. WITHOUT LIMITING THE FOREGOING, C SPIRE DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR

INFORMATION.

4. LIMITATION OF LIABILITY

Unless applicable law requires otherwise, the only remedy that either Party will have for anything related to this Service Agreement is to obtain direct damages from the liable Party up to the amount actually paid by Customer to C Spire during the prior one-year period, minus any amounts paid by the liable Party during that same period for any prior liability. Neither Party can recover any other damages from the other, including loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the Party knew they were possible.

The limitations in this Section apply, without limitation, to: (i) anything related to the Software; and (ii) claims for breach of contract, breach of warranty, strict liability, negligence or other tort to the extent permitted by applicable law. It also applies even if Customer is not fully compensated for any losses, or C Spire knew or should have known about the possibility of damages. The limitations in this Section do not apply to claims for non-payment of amounts due hereunder.

NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, C SPIRE IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY RELATED TO THE AVAILABILITY OR PERFORMANCE OF MICROSOFT PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE SOFTWARE. C SPIRE IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY RELATED TO ANY REPRESENTATIONS, WARRANTIES, OR SERVICE LEVEL AGREEMENTS SET FORTH IN THE MICROSOFT EULA OR OTHERWISE MADE BY MICROSOFT WITH RESPECT TO THE SOFTWARE.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, C SPIRE AND C SPIRE'S EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS, CORRUPTION OR DESTRUCTION OF, ANY OF CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOREGOING OCCURRING DURING THE MIGRATION OR STORAGE OF SUCH DATA. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIRD PARTY SERVICE PROVIDERS MAY HAVE ACCESS TO CUSTOMER'S SOFTWARE, FILES, DATA, OR PERIPHERALS DURING THE PROVISION OF SERVICES HEREUNDER AND THAT C SPIRE SHALL HAVE NO RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF SUCH THIRD PARTY SERVICE PROVIDERS.

5. INDEMNIFICATION

Customer will defend C Spire against any Third Party Claims, as defined below. If there is an adverse final judgment (or settlement to which Customer consents) resulting from any Third Party Claims, Customer will pay it for C Spire. C Spire will promptly notify Customer in writing of the Third Party Claim, specify the nature of the claim and the relief the third party seeks. C Spire will give Customer reasonable assistance in defending the Third Party Claim. At C Spire's option and cost, C Spire may participate in the selection of counsel, defense and settlement of any Third Party Claims covered by this section. If C Spire elects to do this, Customer and C Spire will work together in good faith to reach decisions about which both Parties agree. Customer must have C Spire's written consent before settling any Third Party Claim. C Spire will not unreasonably withhold C Spire's consent. "Third Party Claim" means any third party claims or allegations against C Spire that arise out of or are connected with any default or breach or alleged default or breach of this Agreement by Customer, Customer's purchase or use of the Software, or any other act or omission by Customer.

6. MASTER AGREEMENT

The Parties acknowledge and agree that this Service Agreement is entered into under and is subject to the terms and conditions of the Master Agreement. The Software and Services provided hereunder are Services as defined in the Master Agreement. Any issues related to the relationship of the Parties not expressly addressed herein shall be governed by the Master Agreement. In the event of a conflict between the terms expressly addressed in the Purchase Order, this Service Agreement, and the Master Agreement, the conflict will be resolved in the following order of precedence: (a) the Purchase Order; (b) this Service Agreement; and (c) the Master Agreement