



PO BOX 470
 ROCK HILL SC 29731
 COMPORIUM.COM

Order Form

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS (1976, AS AMENDED).

CUSTOMER:

Transylvania County School District - PARENT

Billing Address
 225 Rosenwald Ln
 Brevard, NC 287125211
 P: 828-885-7363
 F:
 cwhitlock@tcsnc.org
 www.tcsnc.org

ORDER SUMMARY

| | |
|--------------------------------|------------|
| Total Monthly Recurring Cost | \$2,454.00 |
| Total One-Time Cost | \$0.00 |
| Contract Terms (Months) | 60 |

CUSTOMER INFORMATION

Location A
 225 Rosenwald Lane
 Brevard, NC 28712

Location C

Sales Rep: Kelli Shannon

Customer Contact Name: Chris Whitlock

Customer Contact Phone: 828-885-7363

Customer Contact Email: cwhitlock@tcsnc.org

Additional Contact (optional):

Federal Tax ID:

Date: 6/13/2024 5:22 PM

Location B

Location D

As an authorized representative of my company, I am authorizing Comporium to change my local service provider from my existing carrier, listed above, to Comporium. I designate that Comporium act as my agent for the local service change. I understand that there may be fees associated with this change. This Order Form and the attached Business Service Terms and Conditions shall be referred to collectively as "Agreement". The attached Business Service Terms and Conditions are incorporated herein and made part of this Agreement.

| | |
|--------------------------------|------------|
| Total Monthly Recurring | \$2,454.00 |
| Total One-Time Cost | \$0.00 |



ORDER DETAILS / NOTES

Notes: Quote prices valid for 30 days after quote date. Term discounts have been applied to applicable services indicated by "" in the Product Description. Taxes and Fees not included in this agreement.*

Comporium will be upgrading TCSD to the new WebEx calling platform, powered by Broadsoft with a 60-month renewal agreement while maintaining the use of existing equipment. TCSD may purchase phone equipment at any time during the agreement at equipment cost. MAB# 41031533

| PRODUCT ID | PRODUCT DESCRIPTION | QUANTITY | MONTHLY RECURRING COST | ONE-TIME COST | SUB TOTAL |
|---------------|------------------------------|----------|------------------------|---------------|-------------------|
| | Voice Seat ONLY | 470 | 5.00 | | \$2,350.00 |
| | Standard Seat ONLY | 13 | 8.00 | | \$104.00 |
| VOIPHG/N/C | VoIP Hunt Group | 13 | 0.00 | | \$0.00 |
| VOIPAS/N/C | VoIP Auto Attendant Standard | 11 | 0.00 | | \$0.00 |
| TOTAL: | | | | | \$2,454.00 |

COMPORIUM BUSINESS SERVICES - TERMS AND CONDITIONS

This Agreement sets forth the general terms and conditions which govern the provision of non-residential services and equipment by Comporium. All references to "Comporium" means Comporium Inc. and any of its affiliates or subsidiaries providing services to Customer. The Order Form(s), these terms and conditions, all service specific terms, policies, and the Security System and Monitoring Terms and Conditions, as applicable, create a binding contract (the "Agreement") between the Customer named in the Order Form ("you" or "Customer") and Comporium.

THESE TERMS AND CONDITIONS OF SERVICE CONTAIN (1) A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; AND (2) A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST COMPORIUM MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED. THESE PROVISIONS AFFECT YOUR RIGHTS UNDER THIS AGREEMENT. SEE SECTION 6 FOR DETAILS ON THESE PROVISIONS. THE SALE OF SECURITY MONITORING SERVICES AND SECURITY EQUIPMENT, SERVICES AND SYSTEMS ARE GOVERNED BY THE SECURITY SYSTEM AND MONITORING TERMS AND CONDITIONS ATTACHED HERETO AND POSTED AT <https://www.comporium.com/business-security-system-and-monitoring-terms-and-conditions/>.

1. Comporium's Responsibilities

- a. Properly install or provide the necessary equipment used by Comporium to provide services to Customer ("Comporium Equipment"). As used herein, Comporium Equipment shall also include all leased equipment such as desk phones, headsets, and other equipment provided by Comporium in connection with certain service packages or separately. Comporium will charge a lease fee that is either included as part of the service package price or charged separately.
- b. Use commercially reasonable efforts to maintain the facilities used by Comporium to provide services to the Customer.
- c. Provide reasonable advance written notice to you of any changes to the service fees, rates or material changes in services or other commercial terms of service. Customer's continued use of the services after the change takes effect shall be considered Customer's acknowledgement and acceptance of the changes.
- d. Comply with the terms and conditions of this Agreement and all laws and regulations applicable to the provision of services.

2. Customer Responsibilities

- a. Allow Comporium and its representatives to install, replace, or repair the Comporium Equipment where the services will be provided.
- b. Provide Comporium and its representatives with a safe working environment during any installation, replacement, or repair visit.
- c. Payment Terms – Comporium invoices for recurring service charges in advance on a monthly basis. Customer shall pay all service, equipment and installation fees, charges, taxes, fees, and surcharges incurred in connection with this Agreement by the due date appearing on the invoice. Customer shall pay all applicable taxes, surcharges and fees imposed on or in connection with this Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees. Comporium shall have the right to increase all service and equipment fees in connection with this Agreement upon thirty (30) days' notice to Customer. If you fail to submit payment by the provided due date, you will be assessed a late fee equal to 1.5% per month on any outstanding balance on your account.
- d. Customer shall be responsible for interconnection of the services with Customer provided equipment ("Customer Equipment"), and Customer shall conform its Customer Equipment and software to the technical specifications for the services provided by Comporium.
- e. Customer shall comply with the terms and conditions of this Agreement and all laws and regulations applicable to this Agreement.

3. Use of Software and Comporium Equipment

- a. To the extent you need licensed software to use services provided under this Agreement, you shall have a personal, nonexclusive, and nontransferable license to use such software provided by Comporium ("Software") in object code only and solely to the extent necessary to use the applicable service during the term outlined in this Agreement. You agree not to copy, duplicate, reverse engineer, sell, or lease the licensed software.
- b. If applicable, your right to use Comporium Equipment will be set forth in the Order Form and may be subject to separate usage fees. Comporium Equipment will at all times be owned by Comporium and must be returned upon: (i) termination of this Agreement or termination of service(s) ("Termination"); (ii) if you downgrade the service(s); or (iii) if the service(s) are otherwise disconnected for any reason at any time.
- c. Customer shall be responsible for loss or damage to Comporium Equipment provided pursuant to this Agreement, and Customer shall ensure that all Comporium Equipment remains free and clear of all liens and encumbrances. If applicable, Customer shall pay for the repair or replacement of any damaged or lost Comporium Equipment.
- d. Upon Termination, service downgrade, or disconnection, you agree to return all Comporium Equipment within five (5) days in good operating condition, normal wear and tear excepted, and Customer further agrees to cease all use of and to return all Software to Comporium. Failure of Customer to return Comporium Equipment, as herein provided, will result in a charge to Customer's account equal to the retail cost of replacement of the unreturned Comporium Equipment.
- e. You may not reverse engineer or tamper with the Comporium Equipment.
- f. Certain services may require the use of Comporium Equipment, and you may not attach any unauthorized devices to Comporium Equipment.
- g. Comporium assumes no responsibility for the condition or repair of any Customer Equipment or other devices or equipment not provided by Comporium. You are responsible for the repair and maintenance of Customer Equipment. Comporium is not responsible or liable for any loss or impairment of service due in whole or in part to a malfunction or defect in Customer Equipment or other devices or equipment not provided by Comporium. Comporium will not repair or replace Customer Equipment.
- h. You may not use the services in a way that disrupts or prevents Comporium from providing the services to other customers.
- i. During the term of your Agreement, Comporium will repair or replace the Comporium Equipment at no additional charge as long as the reason for the repair or replacement is not the result of your improper use, neglect, or fault or due to loss or theft.
- j. By using Comporium Equipment, you agree to the service restrictions outlined in this Agreement.
- k. Comporium is not responsible for the integrity or loss of content or data stored by you in connection with Comporium services.

4. Termination of Service

- a. This Agreement shall be effective upon the earlier to occur of (a) the date of Customer's signature on the Order Form or any other form of signature or action indicating Customer's intention to use services hereunder; or (b) the commencement of services hereunder. The term of this Agreement shall start upon the commencement of services and shall continue for the term set forth in the Order Form. In the event you wish to terminate one or more services provided hereunder before the end of the term, you shall be liable to Comporium for a termination fee equal to 100% of the monthly service fee for the service(s) terminated multiplied by the number of months remaining in the term of the Agreement. You must provide advance written notice to Comporium Business

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- b. Use commercially reasonable efforts to maintain the facilities used by Comporium to provide services to the Customer.
- c. Provide reasonable advance written notice to you of any changes to the service fees, rates or material changes in services or other commercial terms of service. Customer's continued use of the services after the change takes effect shall be considered Customer's acknowledgement and acceptance of the changes.
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- b. If applicable, your right to use Comporium Equipment will be set forth in the Order Form and may be subject to separate usage fees. Comporium Equipment will at all times be owned by Comporium and must be returned upon: (i) termination of this Agreement or termination of service(s) ("Termination"); (ii) if you downgrade the service(s); or (iii) if the service(s) are otherwise disconnected for any reason at any time.
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- e. You may not reverse engineer or tamper with the Comporium Equipment.
- f. Certain services may require the use of Comporium Equipment, and you may not attach any unauthorized devices to Comporium Equipment.
- g. Comporium assumes no responsibility for the condition or repair of any Customer Equipment or other devices or equipment not provided by Comporium. You are responsible for the repair and maintenance of Customer Equipment. Comporium is not responsible or liable for any loss or impairment of service due in whole or in part to a malfunction or defect in Customer Equipment or other devices or equipment not provided by Comporium. Comporium will not repair or replace Customer Equipment.
- h. You may not use the services in a way that disrupts or prevents Comporium from providing the services to other customers.
- i. During the term of your Agreement, Comporium will repair or replace the Comporium Equipment at no additional charge as long as the reason for the repair or replacement is not the result of your improper use, neglect, or fault or due to loss or theft.
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- b. If Comporium materially defaults on its obligations under this Agreement, you may terminate this Agreement as your sole and exclusive remedy, at the end of a written 30 day notice/cure period, if Comporium has not remedied or otherwise cured the default.

COMPORIUM BUSINESS SERVICES - TERMS AND CONDITIONS

- c. Comporium may terminate one or more services provided hereunder and this Agreement at its convenience; in the event one or more services are discontinued or no longer offered by Comporium; or if you fail to adhere to the terms of this Agreement or any applicable terms of use.
 - d. At the expiration of this stated term, service(s) not under the jurisdiction of the Interstate Access Tariff will continue on a month-to-month basis at Comporium's non-discounted rate. In addition to the other termination rights set forth herein, the event of month-to-month renewal, either Customer or Comporium may terminate services upon 15 days' written notice.
5. **Disruption of Service**
- a. Comporium services may be interrupted by regularly scheduled maintenance or by unanticipated maintenance in response to a service disruption. Comporium will use all reasonable efforts to minimize any and all service disruptions and to notify you in advance if Comporium will require access to your property to complete the necessary maintenance.
 - b. Comporium services are not fail-safe and are not designed or intended for use in situations regarding guaranteed performance or in which a service disruption could lead to damage to people or property, including the loss of data, profits, earnings, or business opportunities. Comporium is not liable for any loss or damage resulting from a disruption in service, including but not limited to loss of data, profits, earnings, or business opportunities.
 - c. Neither you nor Comporium are responsible for any delay or failure in service due to causes beyond either party's control, including but not limited to, fire, flood, explosion, or other catastrophes; any law, order, regulation, action, or request of a Federal, state, or local governmental authority; or strikes, lockouts, work stoppages, or other labor difficulties.
6. **Dispute Resolution**
- a.
 - b. THIS SECTION SHALL SURVIVE ANY TERMINATION OF SERVICES OR TERMINATION OF THIS AGREEMENT.
7. **Privacy and User Policies**
- a. By accessing or using our services, you acknowledge that you have reviewed and agree to Comporium's Privacy Policy located at <https://www.comporium.com/29707/privacy-policy/> and all other User Policies located at www.Comporium.com. If you do not accept the terms of the Privacy Policy or other User Policies, you must stop using our services immediately. From time to time, Comporium may make revisions to its policies and terms of service. Comporium will provide notice of any changes by posting the revised policy or terms of service on its website with the effective date of any such revision. You agree to visit the Comporium website periodically to review the applicable terms of service and all related policies, and to be aware of any such changes. Your continued use of services after the effective date of the revised policy or terms of service shall be considered your acknowledgement and acceptance of the changes.
8. **Confidential Information**
- a. Each party shall keep in confidence all documentation, business information and other materials belonging to the other party that a reasonable person would recognize as being confidential and will not disclose it to any party other than, in confidence, to its employees or employees of its affiliates or subcontractors, in each case only to those who have a need to know such confidential information and to the extent necessary for the performance of this Agreement or the use of the services.
 - b. This Section shall not apply to information that is: (i) in the public domain other than in breach of this agreement; (ii) in the possession of the receiving party before such divulgence has taken place; (iii) obtained from a third party who is free to divulge the same; or (iv) developed by the receiving party independently of and without access to confidential information.
 - c. If either party receives a demand from a governmental authority or court to disclose the other party's confidential information, it may comply with such demand if it has: (i) satisfied itself that the demand is lawful; (ii) given the other party reasonable notice in order for it to object to the demand; and (iii) marked the required information as confidential information of the other party.
 - d. The receiving party must, for a period of 3 years following disclosure, comply with this Section with respect to the other party's confidential information.
 - e. The receiving party shall return or destroy any confidential information upon the request of the disclosing party.
 - f. Notwithstanding the terms and requirements in Section 8 of the Agreement, Contractor acknowledges that the Board is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, et.seq. This Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by the Board in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. The Board is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.
9. **LIMITATION OF LIABILITY and DISCLAIMER OF WARRANTIES**
- a. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, COMPORIUM'S MAXIMUM LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY AT LAW OR IN EQUITY, WILL NOT EXCEED IN TOTAL, THE AMOUNT YOU PAID FOR COMPORIUM SERVICES OVER THE SIX-MONTH PERIOD IMMEDIATELY BEFORE THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM SUBJECT TO A MAXIMUM OF \$1,000. COMPORIUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER.
 - b. NEITHER YOU NOR COMPORIUM SHALL BE LIABLE TO THE OTHER FOR (1) ANY LOSS OF PROFITS, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (2) LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, OR WASTED EXPENDITURE; OR (3) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGE OR LOSS WHATSOEVER, ARISING IN CONNECTION WITH THIS AGREEMENT.
 - c. THE LIMITATIONS IN THIS SECTION 9 SHALL NOT LIMIT YOUR RESPONSIBILITY TO PAY ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.
 - d. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COMPORIUM PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO COMPORIUM SERVICES, COMPORIUM EQUIPMENT, PURCHASED EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPORIUM DOES

COMPORIUM BUSINESS SERVICES - TERMS AND CONDITIONS

NOT WARRANT THAT COMPORIUM SERVICES, COMPORIUM EQUIPMENT, PURCHASED EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF DEFECT, LATENCY, OR DELAY, OR THAT THE COMPORIUM SERVICES, COMPORIUM EQUIPMENT, PURCHASED EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPORIUMS' THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND COMPORIUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

- e. THIS SECTION SHALL SURVIVE ANY TERMINATION OF SERVICES OR TERMINATION OF THIS AGREEMENT.

10. Third Party Claims

- a. Comporium agrees at its expense to defend or settle any third-party claim against you for a claim alleging that a service or Comporium Equipment infringes any intellectual property right, except if the alleged infringement arises or results from: (i) your content; (ii) modifications to the service or Comporium Equipment by you; (iii) Comporium's adherence to your written requirements; or (iv) use of a service or Comporium Equipment in violation of this Agreement.
- b. You agree at your expense to defend or settle any third party claim against Comporium or to pay all damages that a court awards against Comporium for a claim that: (i) arises or results from your access or use of the services or equipment; (ii) alleges that a service or equipment infringes any intellectual property right and falls within the exceptions to Section [10(a)]; or (iii) alleges a breach by you of a software license Agreement governing software provided in connection with the services.
- c. If Comporium is liable to you under Section [10(a)], Comporium may at its option either: (i) procure the right for you to continue to use the service or Comporium Equipment; or (ii) modify or replace the service or Comporium Equipment to avoid the infringement.
- d. The party seeking defense or settlement of a third-party claim under this Section will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought; however, failure to do so will have no effect except to the extent the other party is prejudiced by such delay. The indemnifying party will have control of the defense or settlement, and the indemnified party shall reasonably cooperate with the indemnifying party, provided that the indemnifying party may not enter into a final settlement without the indemnified party's consent.
- e. To the extent that this provision is construed as a waiver of any governmental, sovereign, or other immunity applicable by law, this section shall be null and void and of shall have no effect.

SERVICE SPECIFIC TERMS AND CONDITIONS

11. Voice Specific Terms and Conditions

- a. Your physical address is used for purposes of providing 911 emergency services. You understand and agree to the following limitations and conditions of service associated with 911 access via Comporium wireline or voice-over Internet protocol services: (i) should you move Comporium Equipment from its original location and then attempt to call 911, the emergency call dispatcher will receive the wrong address information; (ii) in the event of a complete power loss, network outage, broadband internet outages or congestion, disconnection of service, or other conditions beyond Comporium's reasonable control, you may either be unable to access 911 or your access to 911 may be delayed or impaired; (iii) Comporium is not liable for any service disruption resulting from power outage; and (iv) Comporium has no responsibility or liability with respect to 911 dialing.
- b. Comporium reserves the right both during the term of this Agreement and upon termination to delete your voicemail, call detail, data, files, or information that is stored on Comporium's system in accordance with our storage policies. You agree that Comporium shall have no liability resulting from the loss or removal of any such voicemail, call detail, data, file, or other information.
- c. All local voice services you receive from Comporium are subject to the terms and conditions of the applicable tariffs, as amended from time to time ("Applicable Local Voice Tariffs"). The Applicable Local Voice Tariffs are available for review by contacting Comporium. To the extent the terms and conditions contained in this Agreement conflict with those contained in the Applicable Local Voice Tariffs, the terms in the tariffs govern.
- d. All long-distance voice services you receive from Comporium are subject to the terms and conditions of the applicable tariffs, as amended from time to time ("Applicable Long Distance Voice Tariffs"). The Applicable Long Distance Voice Tariffs are available for review by contacting Comporium. To the extent the terms and conditions contained in this Agreement conflict with those contained in the Applicable Long Distance Voice Tariffs, the terms in the tariffs govern.
- e. You are responsible for controlling access to, and use of, your equipment, as well as calling cards and facilities that have been issued to you by Comporium, including but not limited to web and voice portals. You are responsible for all charges incurred for calls placed by or through your equipment by any person.
- f. If you choose to utilize Comporium Voice over IP (VoIP) services over an unmanaged circuit or another provider's managed circuit. Unmanaged circuits are defined as any non-dedicated circuit type that is provided on a best effort basis (e.g., a typical high speed internet connection).
- g. You agree that Comporium VoIP service is provided "as is". Comporium does not warrant that Comporium VoIP service will be without failure, delay, interruption, degradation of voice quality, loss of data, or information. Issues with Your Comporium VoIP service which are related to the performance of an unmanaged circuit or another provider's managed circuit will not be subject to service credits. Customer support is available via telephone/email at 1-877-203-2200 or voipsupport@comporium.com.
- h. For Quality of Service issues (QoS), You should review Your network to verify that it is capable of supporting VoIP. If You are on an unmanaged circuit, one remedy for improving QoS is to install a second broadband connection dedicated to voice. If problems persist, you can install a managed circuit between your premise and the Comporium VoIP network. Voice quality issues related to use Comporium VoIP services over an unmanaged circuit or another provider's managed circuit in no way affect your obligations under this Agreement.

12. Internet Specific Terms and Conditions

COMPORIUM BUSINESS SERVICES - TERMS AND CONDITIONS

- a. You agree to use services provided by Comporium in compliance with Comporium's Acceptable Use Policy, located at https://www.comporium.com/uploads/legal/internet_acceptable_use_policy.htm. The Acceptable Use Policy may be updated from time to time.
- b. The Acceptable Use Policy contains the following prohibition on copyright and trademark infringement for which Comporium reserves the right to suspend or terminate your account:

Copyright or trademark infringement. Using our services to transmit any material (by email, text, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the unauthorized transmittal of copyrighted software, and the unauthorized uploading and downloading of music and/or video. We reserve the right to suspend or terminate your account upon receipt of notice that you have engaged in such activities, regardless of whether or not infringement has been proven.

13. Video Specific Terms and Conditions

- a. You agree that video programming provided by Comporium will be used solely for your personal use and will not be unlawfully duplicated or distributed.
- b. Comporium is not responsible or liable for any programming or information distributed over the cable system, unless produced exclusively by Comporium. Comporium is not responsible for any products, merchandise, or prizes promoted on or purchased through the use of Comporium services, unless such products, merchandise, or prizes are provided exclusively by Comporium.

14. Interstate Access Service Specific Terms and Conditions

- a. All Interstate Access Services you receive from Comporium are subject to the terms and conditions of the Applicable Interstate Access Tariffs, as amended from time to time ("Applicable Interstate Access Tariffs"). The Applicable Interstate Access Tariffs are available for review by contacting Comporium. To the extent the terms and conditions contained in this agreement conflict with those contained in the Applicable Interstate Access Tariffs, the terms in the tariffs govern.
- b. At the expiration of the term of this Agreement, Interstate Access Services provided in accordance with the rates, terms, and conditions of the Applicable Interstate Access Tariffs will continue on a month-to-month basis at the appropriate undiscounted monthly rate as determined by the Applicable Interstate Access Tariffs.
- c. Should you choose to discontinue Interstate Access Services before the completion of 1 month for DS1 (T-1) and 12 months for DS3, OC3, and OC12 (the "Minimum Service Period"), an Early Termination Fee equal to fifteen percent (15%) of the total undiscounted monthly rate, less any amounts previously paid, will apply. Metro Ethernet Services are subject to a 25% Early Termination Fee for services discontinued before term expiration.
- d. Should you choose to discontinue Interstate Access Services after the Minimum Service Period, but before the completion of the discount period, the following Early Termination Fee will apply to the remaining portion of the Agreement term:
 - i. DS1 (T-1) Service – 15% of total remaining undiscounted monthly recurring charges for the remainder of the Agreement term.
 - ii. DS3 Service – 15% of total remaining undiscounted monthly recurring charges for the remainder of the Agreement term.
 - iii. OC3 Service – 15% of total remaining undiscounted monthly recurring charges for the remainder of the Agreement term.
 - iv. OC12 Service – 15% of total remaining undiscounted monthly recurring charges for the remainder of the Agreement term.
 - v. Metro Ethernet Service (Ethernet) – 25% of total remaining undiscounted monthly recurring charges for the remainder of the Agreement term.

15. Webex for BroadWorks

- a. Comporium is a reseller of Cisco Webex services which consist of cloud-based telecommunication services and features including messaging, sharing, and meetings functionality. Customer's purchase of Webex services pursuant to this Agreement are subject to the Cisco Privacy Data Sheets for Webex Meetings and Webex App found at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency and (ii) the Cisco End User License Agreement found at www.cisco.com/go/eula both of which are incorporated herein and made applicable to Webex services provided under this Agreement. By accessing or using Webex, you acknowledge that you have reviewed and agree to the Cisco privacy terms and Webex End User License Agreement. If you do not accept the End User License Agreement or the Cisco privacy terms, you must stop using Webex services immediately.

16. Business Texting Service

- a. Comporium is a reseller of Business Texting services powered by EZ Texting, a third-party service provider. Messages initiated by you or sent to you by others are through different and varying routes, and the level of reliability and support for special features varies according to the route. You are responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the texting services and for paying all access charges (e.g., internet service, telecommunications) incurred while using the Comporium Business Texting services. Comporium is not responsible for the final delivery of any communication initiated through the Business Texting service, as this is out of our control and is the responsibility of downstream communications carriers. Your text messages and voice broadcasts using this service may be transmitted and received via other telecommunications companies and mobile network operators, and you acknowledge that Comporium has no influence over the timing of the transmission of your messages and broadcasts. Comporium is unable to commit to, and does not guarantee, a specific maximum delivery time. Such times depend on various network and system-related factors among the various entities involved in the transmission of your messages and broadcasts across the public switched telephone network and/or Internet. You should know that communications carriers assign text messages and voice broadcasts with a default lifetime and any message or broadcast that cannot be delivered successfully within the lifetime assigned to it will be discarded by the communications carrier without any notice. Comporium is not liable for any loss incurred by the failure of a message or broadcast to be delivered, and you agree and acknowledge that damages for financial or other loss resulting from delivery failure cannot be claimed from Comporium for any such non-deliveries. Furthermore, you agree that message and broadcast contents are deemed to have zero value.
- b. Storage and Use of Your Data: By accessing or using the Business Texting services you acknowledge that you have reviewed and agree to EZ Texting's Privacy Policy located at <https://www.eztexting.com/privacy-policy>. If you do not accept the terms of Comporium's and EZ Texting's privacy policies, you must stop using the Business Texting services immediately. You further acknowledge that your data may be deleted and Comporium will not be liable for any damages, losses, or other consequences that you may incur as a result.

COMPORIUM BUSINESS SERVICES - TERMS AND CONDITIONS

- c. Representation that Communications with Your Contacts Comply with the Law. You represent and warrant that the owners of the phone numbers you initiate messages or broadcasts to through the Business Texting services have consented or otherwise opted-in to the receipt of such messages and broadcasts as required by any applicable law or regulation. You agree that you will include clear opt-out/unsubscribe information in your messages or broadcasts when required to do so by any applicable law or regulation, and that you will otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if it is applicable to your messages.
- d. You further agree that any individuals requesting Do-Not-Call ("DNC") status shall be immediately placed on your DNC accounts list and you further agree that you will not initiate any further messages or broadcasts to any individuals after they request DNC status.
- e. Agreement to Learn About and Comply with the Relevant Laws. You agree to familiarize yourself with and abide by all applicable local, state, national, and international laws and regulations pertaining to your use of our services. You are solely responsible for all acts or omissions that occur under your account, including, without limitation, the content of the messages and broadcasts that you create and initiate through our services. The Telephone Consumer Protection Act (TCPA), Federal Trade Commission and Federal Communications Commission rules, the National DNC list registry rules, and various state laws, rules, and regulations place restrictions on certain types of phone calls and text messages. Without limiting the foregoing, you agree to familiarize yourself with the legal requirements triggered by any messages, calls, broadcasts, and campaigns transmitted through the Comporium Business Texting Services by visiting the following websites:

Federal Trade Commission, <https://www.ftc.gov>

Federal Communications Commission, <https://www.fcc.gov/>

National Do Not Call (DNC) Registry, <https://www.donotcall.gov>
- f. Comporium is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy, and it is not intended to replace your responsibility to familiarize yourself with and abide by the legal requirements pertaining to your messages, broadcasts, and campaigns prior to using the Business Texting services. You are ultimately responsible to make your own informed decisions regarding your messages, broadcasts, and campaigns.
- g. Prohibited Uses: You accept that our services are provided for professional use only, and you agree that your use of our services shall not include: sending unsolicited marketing messages or broadcasts (i.e., spam); sending any prohibited calls to life-line services, such as hospitals, fire, police, 911, or utility- related telephone numbers; using strings of numbers, as it is unlawful to engage two or more lines of a multi-line business; harvesting, or otherwise collecting, information about others without their consent; misleading others as to the identity of the sender of your messages or broadcasts by creating a false identity, impersonating the identity of someone/something else, or by providing contact details that do not belong to you; transmitting, associating, or publishing any unlawful, racist, harassing, defamatory, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic, or otherwise objectionable material of any kind; transmitting any material that may infringe upon the intellectual property rights of third parties, including trademarks, copyrights, and right of publicity; transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots, or any other harmful or deleterious programs; interfering with, or disrupting, networks connected to the services or violating the regulations, policies, or procedures of such networks; interfering with, or disrupting, networks connected to the services or violating the regulations, policies, or procedures of such networks; interfering with another's use and enjoyment of our services; engaging in any other activity that Comporium believes could subject it to criminal or civil liability.
- h. You agree to provide legal contact information in any outbound campaign within any voice broadcast's initial greeting message. You also agree to provide your own sound files for all outbound voice broadcast campaigns. Comporium will not be liable for any misuse of the services by you. Comporium is not responsible for the views and opinions contained in any of your messages or broadcasts. You further agree that Comporium is, under no circumstances, responsible for the contents and/or accuracy of your messages or broadcasts and that they will be transmitted on a basis of good faith that you use the services in accordance with these terms.
- i. No Intentional Calls to Non-RBOC Areas. You agree that you will not purposely route calls to high-cost non-RBOC (Regional Bell Operating Company) areas for origination or termination of telecommunications traffic on the Texting system. Calls may be monitored and reported upon each billing cycle to ensure sound traffic patterns. Comporium will address any excessive routing of high-cost calls by a Customer, and fines may be assessed to recover excess charges.
- j. Use for Emergency Services is Prohibited. You agree that you will not attempt to use the Business Texting services to access or allow access to Emergency Services.
- k. Right to Reclaim Phone Numbers. We reserve the right to reclaim any phone number from your account and to return that number to the relevant numbering plan if you do not send sufficient traffic over that phone number, such that the phone number is unutilized or underutilized, as defined by any local or federal regulatory agency and/or governmental organization with oversight over the relevant phone number and numbering plan. When reclaiming unutilized or underutilized phone numbers, we will notify you at least fourteen (14) days in advance, unless we are prevented from doing so by the relevant carrier regulatory agency or governmental organization. We also reserve the right to reclaim phone numbers with no notice to you if your account is suspended for failure to pay or for suspected fraud, as well as if your free trial account is unutilized for more than thirty (30) days. You acknowledge that EZ Texting is the "customer of record" for all phone numbers provided as part of the Business Texting services. As the customer of record, EZ Texting has certain rights with respect to porting phone numbers. You understand and agree that you may use the phone numbers provided as part of the Business Texting services subject to these terms. Unless otherwise required by law, Comporium and EZ Testing reserves the right to refuse to allow you to port away any phone number in its sole discretion.
- l. You warrant and represent to Comporium that you have all rights, title, and interests in any information, materials or content that you provide and that your provision thereof does not infringe any third party's proprietary or personal rights, including, but not limited to, any trademark, copyright, patent, or trade secret, and you hereby grant to Comporium and EZ Texting an unrestricted, irrevocable, worldwide, royalty-free, perpetual license to reproduce, display and transmit such information, materials and content in conformity with this Agreement.
- m. Credits: Credits are paperless vouchers that you purchase and which facilitate the transmission of the Business Texting Services selected by you. Both the chosen route and the destination of a message or broadcast impact the amount of credits required for each transmission of the Business Texting

COMPORIUM BUSINESS SERVICES - TERMS AND CONDITIONS

services. Additionally, the value of credits may change over time as the cost of transmission changes, and thus you acknowledge that the number of credits needed to utilize the services may change correspondingly. The submission of a seemingly-valid message or broadcast will cause an associated quantity of credits to be debited from your account, and you can obtain the real-time status of your account at any time through the online interface. Credits purchased as a part of a package or monthly plan (including any additional credits purchased during your monthly billing cycle as part of an upgrade to your plan) and not used within the month of purchase expire at the end of the month.

PURCHASED EQUIPMENT

17. All equipment, systems, and components purchased by Customer from Comporium shall be referred to herein as "Purchased Equipment".
- The purchase price and an itemized list of the Purchased Equipment shall be set forth in the Order Form. The purchase price does not include shipping or insurance costs, which are charged separately.
 - The purchase price shall be paid in full in accordance with the terms set forth on the Order Form.
 - Taxes: The purchase price does not include any federal, state, or local property, sales or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon the equipment, its sale, its value, its use, or any services performed in connection herewith. Any such taxes shall be added to the purchase price and paid by the Customer.
 - Delivery of Purchased Equipment shall be FOB Shipping Point. Title to, and all risk of loss or damage with respect to the Purchased Equipment shall pass to Customer upon delivery by Comporium to the carrier or Customer's representative at Comporium's warehouse. Customer shall be responsible for payment of all shipping and insurance costs.
 - Failure to pay the purchase price by the due date set forth on the Order Form shall give Comporium the right to avail itself of any legal remedy, and Customer agrees to pay reasonable attorney's fees and legal expense incurred by Comporium as a result of the Customer's failure to pay the purchase price or otherwise comply with this Agreement.
 - Limited Pass-Through Warranty: Customer acknowledges that Comporium is not a manufacturer of any equipment, systems, or components sold pursuant to this Agreement, and to the extent available and permissible, Comporium will pass-through to Customer any warranty provided by the original manufacturer of the Purchased Equipment. This remedy will only be available to Customer for one year after the Purchased Equipment is delivered by Customer.
18. **Maintenance Service for Covered Equipment:** Customer may elect to purchase Maintenance Service for equipment purchased by Customer from Comporium. Purchased Equipment covered by Comporium's Maintenance Service shall be referred to herein and on the Order Form as "Covered Equipment". During the Maintenance Service term as set forth in the Order Form, and subject to Customer's timely payment of all monthly fees, Comporium will, in its sole discretion, (i) repair or replace Covered Equipment determined by Comporium to be defective and not otherwise covered by the original manufacturer warranty, and (ii) provide remedial service and troubleshooting of defective Covered Equipment (collectively "Maintenance Service"). The Maintenance Service is only applicable to Covered Equipment identified in the Order Form and does not include coverage for damage arising out of or resulting from improper use or misuse, determined by Comporium in its sole discretion, or damage caused by fire or vandalism. Customer shall contact Comporium directly to request Maintenance Service, and to request an annual inspection to perform any needed maintenance or troubleshooting on the Covered Equipment. Comporium shall be entitled to use equivalent or alternative replacement parts or equipment, at its sole discretion, to fulfill its obligations hereunder and Comporium's maximum liability for Maintenance Service shall be limited to three (3) times the amount of Maintenance Service fees paid by Customer hereunder during the twelve (12) month period preceding the date of the event giving rise to the claim. The Maintenance Service term shall be as set forth in the Order Form and shall continue on a month-to-month basis thereafter. After the original term, either party can terminate the Maintenance Service upon 15 days written notice to the other party. Maintenance Service is not transferable and is not an insurance policy or a replacement of the original manufacturer warranty and is only valid for Covered Equipment. All Comporium Business Service Terms and Conditions, not inconsistent herewith, shall apply to all Maintenance Service provided by Comporium.

MISCELLANEOUS TERMS

19. **Miscellaneous Terms**
- You agree to meet any and all minimum technical requirements for the services as outlined in this Agreement.
 - By signing this Agreement and providing a telephone number to Comporium, you consent to receive informational calls or text messages related to your Agreement with us.
 - If you order additional services by telephone or other means, acceptance of the new services is subject to the terms and conditions then in effect without further documentation.
 - This Agreement, all service specific terms and conditions, and the Security System and Monitoring Terms and Conditions, as applicable, represent the entire Agreement between you and Comporium. This Agreement takes precedence over and supersedes any terms or conditions set forth on any purchase order issued by Customer. **The Security System and Monitoring Terms and Conditions govern the sale of security monitoring services and security equipment, services and systems and take precedence over any inconsistent terms contained herein in the Comporium Business Services Terms and Conditions.**
 - If any term of this Agreement is invalid or not enforceable, the term will be severed from this Agreement. The remaining terms will still be valid and enforceable. Comporium will work with you to find a replacement for the invalid term.
 - The Order Form may be executed in any number of counterparts, electronically or otherwise, each of which will be deemed an original and all of which together will constitute one and the same document.
 - This Agreement will be governed by the laws of South Carolina without regard to its conflicts of law provisions.
 - Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. The Board prohibits any personnel listed on such registries from being on any property owned or operated by the Board and from having any direct interaction with students. As a term of the Agreement,

COMPORIUM BUSINESS SERVICES - TERMS AND CONDITIONS

said checks must be performed by the Contractor and reported to the Board's Superintendent or designee, if Contractor's employees will be working directly with students. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, my signature below certifies that neither I nor any employee or agent of Contractor is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

- i. Notwithstanding any other provision of the Agreement, in the event of a dispute between the Parties regarding the enforceability of the Agreement, each party shall be responsible for its own attorney's fees.
- j. The Agreement is severable and if any provisions of the Agreement are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Agreement shall remain valid and enforceable.
- k. Both Parties executing the Agreement acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Agreement.
- l. Notwithstanding any other term or provision in the Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to Customer under applicable law.



By signing this form, you agree to be bound by the preceding terms and conditions of your subscribed services

Authorized Company Rep (please print name)

Title of Authorized Company Rep

Customer Signature

Date

Comporium Signature

Date