# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Comporium Brevard CO |
| Address: | 225 Rosenwald Ln | Address: | 190 E. Main St |
| City, State: | Brevard, NC | City, State: | Brevard, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Justin Hallman |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-3950 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qty** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 10G Ethernet | 1 | $ | 1,200.00 | $1,200.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$1,200.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

10 Gbps connection to 225 Rosenwald Ln. Circuit ID BB-10GB-188-1087

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature:

Date: 5/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Brevard Elementary |
| Address: | 225 Rosenwald Ln | Address: | 399 Greenville Hwy |
| City, State: | Brevard, NC | City, State: | Brevard, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qtv** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | **$795.00 Per Month*** | | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 399 Greenville Hwy. Circuit ID BB-1GB-188-1088

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature:

Date: 5/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Brevard Middle |
| Address: | 225 Rosenwald Ln | Address: | 400 Fisher Rd |
| City, State: | Brevard, NC | City, State: | Brevard, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qty** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | **$795.00 Per Month*** | | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 400 Fisher Rd. Circuit ID BB-1GB-188-1089

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature: J Hallman

Date: 5/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Brevard High |
| Address: | 225 Rosenwald Ln | Address: | 609 N Country Club Rd |
| City, State: | Brevard, NC | City, State: | Brevard, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qty** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$795.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 609 N Country Club Rd. Circuit ID BB-1GB-188-1090

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CWhl

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature: J. Hallman

Date: 5/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Pisgah Forest Elementary |
| Address: | 225 Rosenwald Ln | Address: | 1076 Ecusta Rd |
| City, State: | Brevard, NC | City, State: | Pisgah Forest, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qty** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$795.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 1076 Ecusta Rd. Circuit ID BB-1GB-188-1091

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature: J. Hallman

Date: 3/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Davidson River School |
| Address: | 225 Rosenwald Ln | Address: | 970 Ecusta Rd |
| City, State: | Brevard, NC | City, State: | Pisgah Forest, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qtv** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$795.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 970 Ecusta Rd. Circuit ID BB-1GB-188-1092

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CAW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature:

Date: 3/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Rosman Elementary |
| Address: | 225 Rosenwald Ln | Address: | 167 Rosman School Rd |
| City, State: | Brevard, NC | City, State: | Rosman, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qty** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$795.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 167 Rosman School Rd. Circuit ID BB-1GB-188-1093

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CAW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature:

Date: 5/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Rosman High |
| Address: | 225 Rosenwald Ln | Address: | 749 Pickens Hwy |
| City, State: | Brevard, NC | City, State: | Rosman, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qty** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$795.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 749 Pickens Hwy. Circuit ID BB-1GB-188-1094

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature: J. Hallman

Date: 5/5/17

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | T C Henderson |
| Address: | 225 Rosenwald Ln | Address: | 11839 Rosman Hwy |
| City, State: | Brevard, NC | City, State: | Lake Toxaway, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qtv** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$795.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to 11839 Rosman Hwy. Circuit ID BB-1GB-188-1095

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Date: 9/5/17

Comporium Signature: J. Hallman

# Comporium

## Customer Service Agreement

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO CHAPTER 48 (SECTION 15-48-10) OF THE SOUTH CAROLINA CODE OF LAWS**

**Company Information:**

| | | | |
|---|---|---|---|
| Date: | 3/16/2017 | Sales Account Representative: | Justin Hallman |
| Company Name: | Transylvania County School District | Customer Contact: | Chris Whitlock |
| Service Address: | 225 Rosenwald Ln | Contact Telephone Number: | 828-884-6173 |
| Billing Address: | 225 Rosenwald Ln | Additional Contact Number: | |
| City: | Brevard | Fed ID #. DUNS # or SSN: | |
| State & Zip: | NC 28712-3299 | Yellow Page Heading: | N/A |
| Listed Name: | Transylvania County School District | Current Local Service Provider: | Comporium |
| Main Phone Number: | 828-884-6173 | Contract Term: | 60 Month |

**Service Address:**

| | | | |
|---|---|---|---|
| Primary location: | Transylvania County School District | Secondary location: | Maintenance Shop |
| Address: | 225 Rosenwald Ln | Address: | 609 N Country Club Rd |
| City, State: | Brevard, NC | City, State: | Brevard, NC |
| Contact Name: | Chris Whitlock | Contact Name: | Chris Whitlock |
| Contact Number: | 828-884-6173 | Contact Number: | 828-884-6173 |

**The following services are bound by this agreement:**

| Monthly Recurring Charges | | | | | Installation/Equipment Charges |
|---|---|---|---|---|---|
| **Voice Services** | **Qty** | | **Price** | **Total** | **Price** |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Interstate Access Transport** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Private Line Transport** | | | | | |
| 1G Ethernet | 1 | $ | 795.00 | $795.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Broadband** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Other Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Long Distance Services** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **Equipment/Other** | | | | | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| **TOTALS** | | | | **$795.00 Per Month*** | **$ - Installation/Equipment** |

*Excluding Taxes and Fees

**Special Instructions/Information:**

1 Gbps connection from 225 Rosenwald Ln to Maintenance Shop 609 N Country Club Rd. Circuit ID BB-1GB-188-1096

I understand that if utilizing VoIP services, the equipment installed is only intended to work at the above address. Attempting to use the equipment at any other address in not supported and will disable 911 services.

I understand that monthly recurring charges are billed one month in advance.

Customer Initials: CAW

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. I have read and understand the terms and conditions associated with this agreement.

**By signing this form, you agree to be be bound by the terms and conditions shown on pages 2-4**

Authorized Company Rep: [Print] Chris Whitlock

Title of Authorized Company Rep: Director of Technology

Customer Signature:

Comporium Signature:

Date: 5/5/17

## GENERAL TERMS AND CONDITIONS

1. **Comporium's Responsibilities**
   a. Properly install the necessary Comporium equipment to provide the services.
   b. Maintain the Comporium equipment and services according to reasonable industry standards and according to the terms of this agreement.
   c. Provide reasonable advance written notice to you of any changes to the rates, services, or other terms that you have agreed to. If you do not agree with the changes, you may cancel the services without penalty. However, if you continue to receive the services after the changes take effect, this means you have accepted the changes.
   d. Comply with the terms and conditions of this agreement and all laws and regulations applicable to this agreement.
2. **Your 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. Timely pay all installation, equipment, service, reconnection, or other rates by the provided due date. Service rates may include taxes, fees, and applicable other charges. 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. 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 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. Other provisions in this agreement may give you the right to use certain equipment provided by Comporium at no additional charge. This equipment will be owned by Comporium at all times and must be returned if you terminate this agreement, downgrade the services, or if the services are otherwise disconnected for any reason at any time.
   c. If the services are terminated, you agree to return all Comporium equipment within five (5) days of the termination in good operating condition, normal wear and tear excepted, to any Comporium retail store.
   d. If you fail to return the Comporium equipment, you agree to pay a charge for each piece of Comporium equipment not returned according to the terms of this agreement.
   e. You may not reverse engineer or tamper with the Comporium equipment.
   f. You may not attach any unauthorized devices to Comporium equipment. Comporium assumes no responsibility for the condition or repair of any equipment not provided by Comporium. You are responsible for the repair and maintenance of such 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 equipment not provided by Comporium.
   g. You may only use the Comporium equipment to receive the services ordered from Comporium under this agreement.
   h. You may not use the services in a way that disrupts or prevents Comporium from providing the services to other customers.
   i. 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 fault or theft. Comporium does not repair or replace equipment owned by you.
   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. The term of this agreement begins on the date Comporium activates your services. In the event you wish to terminate this agreement before its expiration, you shall be liable to Comporium for a termination fee equal to the following: (1) if you are a South Carolina resident (i) 100% of your average monthly billing for for Metro Ethernet services multiplied by the remaining months of the agreement term; (ii) 15% of your average monthly billing for Voice Services, Broadband Services, and Other Services multiplied by the remaining months of the agreement term and (iii) 25% of your average monthly billing for all Private Line Services multiplied by the remaining months of the agreement term; or (2) if you are a North Carolina resident, 100% of your average monthly billing multiplied by the remaining months of the agreement term

   b. You must provide advance written notice to Comporium Business Services of your intent to terminate this agreement. Comporium will use all reasonable efforts to process your termination request within twenty-four (24) hours of when it is received.
   c. If Comporium fails to provide the services in a manner consistent with reasonable industry standards, you may terminate this agreement without being subject to an early termination fee. However, termination of this agreement will be your only remedy for Comporium's failure to provide the services in a manner consistent with reasonable industry standards.
   d. Comporium may terminate this agreement and the services if you fail to adhere to the terms of this agreement.
   e. At the expiration of this stated term, Service(s) not under the jurisdiction of the interstate access tariff will continue at the existing rate as stated on Page 1 of this Data Services Agreement on a month-to-month basis until such time as you request disconnection of the Services(s), or b) Comporium notifies you at least 15 days in advance that the rate will change or that the service will be discontinued
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, lock-outs, work stoppages, or other labor difficulties.
6. **Dispute Resolution**
   a. You agree to attempt to resolve all disputes with Comporium informally before resorting to arbitration. You agree to notify Comporium of the dispute within fourteen (14) days of discovery of the service-related issue by visiting or calling your local Comporium retail store. If Comporium does not resolve your claim with fourteen (14) days of receiving notice, you may pursue the claim in arbitration as described in this Section.
   b. INSTEAD OF SUING IN COURT, YOU AND COMPORIUM AGREE TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF OR IN ANY WAY RELATE TO: (1) THIS AGREEMENT; (2) ANY OTHER AGREEMENT(S) WITH COMPORIUM; OR (3) THE SERVICES PROVIDED BY COMPORIUM. YOU AND COMPORIUM EACH AGREE THAT ANY ARBITRATION WILL BE SOLELY BETWEEN YOU AND COMPORIUM (NOT BROUGHT ON BEHALF OF OR TOGETHER WITH ANOTHER INDIVIDUAL'S CLAIM). IF FOR ANY REASON ANY COURT OR ARBITRATOR HOLDS THAT THIS RESTRICTION IS UNENFORCEABLE, THEN OUR AGREEMENT TO ARBITRATE DOESN'T APPLY AND THE DISPUTE MUST BE BROUGHT IN COURT. IF SUCH A DISPUTE IS BROUGHT IN COURT, YOU AND COMPORIUM AGREE THAT ANY LITIGATION WILL BE CONDUCTED BEFORE A JUDGE AND NOT A JURY.
   c. TO THE EXTENT ALLOWED BY LAW, YOU AND COMPORIUM EACH WAIVE ANY RIGHT TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.
   d. YOU MAY OPT-OUT OF THESE DISPUTE RESOLUTION PROVISIONS BY PROVIDING WRITTEN NOTICE TO YOUR LOCAL COMPORIUM RETAIL STORE WITHIN THIRTY (30) DAYS OF COMMENCEMENT OF THE SERVICES.

7. **Privacy**
   a. Comporium is not responsible for any information provided by you to third parties, and such information is not subject to any provisions of this agreement. You assume all privacy and other risks associated with personally identifiable information you provide to third parties via Comporium services. A copy of Comporium's Privacy Policy is located at https://www.comporium.com/29707/privacy-policy/ and may be updated from time to time.
   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) where possible, given the other party the maximum written notice permissible under the demand 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 any other Section of this agreement, the non-breaching party shall be entitled to seek equitable relief, including but not limited to, injunctive relief in response to a breach of this Section.

**8. Confidential Information**

a. Each party shall keep in confidence all documentation, business information, or 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) where possible, given the other party the maximum written notice permissible under the demand 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 any other Section of this agreement, the non-breaching party shall be entitled to seek equitable relief, including but not limited to, injunctive relief in response to a breach of this Section.

**9. Limitation of Liability**

a. Comporium's total 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.

b. Notwithstanding Section 9(a), 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, 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 NOT WARRANT THAT COMPORIUM SERVICES, COMPORIUM EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE COMPORIUM SERVICES, COMPORIUM EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

**10. Third Party Claims**

a. Comporium agrees at its expense to defend or settle any third party claim against you or to pay all damages that a court awards against you for a claim alleging that a service or equipment provided to you under this agreement infringes any intellectual property right, except if the alleged infringement arises or results from: (i) your content; (ii) modifications to the service or equipment by you; (iii) Comporium's adherence to your written requirements; or (iv) use of a service or 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 equipment; or (ii) modify or replace the service or 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.

**11. Transition Services**

a. Upon your written request to Comporium for transition services, Comporium agrees to maintain services provided under and in accordance with this agreement on a month-to-month basis, not to exceed 6 months after the expiration or termination of this agreement, except where Comporium has terminated service due to your violation of this agreement.

**12. Other Miscellaneous Terms**

a. You agree to meet any and all minimum technical requirements for the services as outlined in this agreement.

b. 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.

c. 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.

d. This agreement, including service terms and conditions, represents the entire agreement between you and Comporium. This agreement takes precedent over all prior oral and written communications between you and Comporium, as well as all inconsistent terms and conditions in any other agreement(s) with Comporium.

e. 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.

f. This agreement 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.

g. This agreement will be governed by the laws of South Carolina without regard to its conflicts of law provisions.

## SERVICE SPECIFIC TERMS AND CONDITIONS

**1. Voice Specific Terms and Conditions**

a. Your physical address is used for purposes of providing 911 emergency services. You agree to the following limitations 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 case 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. Comporium is not liable for any service disruption resulting from power outage.

iii. Comporium has no responsibility or liability with respect to 911 dialing.

iv. 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. Comporium will have no liability resulting from the loss or removal of any such voicemail, call detail, data, file, or other information.

b. 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.

c. 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.

d. 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.

e. 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).

i. 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-

ii. 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 contract.

**2. Internet Specific 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, 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.*

**3. 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 a Interstate Access Services before the completion of 1 month for DS1 (T-1) and 12 months for DS3, OC3, OC12, and Metro Ethernet Services (the "Minimum Service Period"), an Early Termination Fee equal to one-hundred (100%) of the total undiscounted monthly rate, less any amounts previously paid, will apply.

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 – 50% 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 – 50% of total remaining undiscounted monthly recurring charges for the remainder of the Agreement term.

v. Metro Ethernet Service (Ethernet) – 100% of total remaining undiscounted monthly recurring charges for the remainder of the Agreement term.