

PremierComm, LLC. Spark Service Agreement

Customer's signature on the relevant Sales Order (SO) constitutes Customer's acknowledgement of and agreement to the Terms.

1. **Service Activation.** The activation date ("Service Activation Date") for any service shall be the day services are provisioned on the Cisco Spark Cloud Collaboration Management portal. The Service Activation Date will be used for the purpose of determining the start of the Customer's Service Order Term as well as the billing and payment schedule (as defined in Section 4).
2. **Service Agreement Term.** The initial term ("Initial Term") of this Agreement will be three (3) years from the Service Activation Date unless otherwise stated on the Sales Order. This Agreement will renew for consecutive additional terms (each, "Renewal Term") of three (3) years each unless terminated by either party by providing written notice to the other party at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term then in effect. The Initial Term and each applicable Renewal Term shall be referred to collectively hereafter as the "Service Agreement Term". In the event of automatic renewal, PremierComm reserves the right to maintain the same prices and rates for the Service(s) as stated in each Sales Order then in effect.
3. **Charges for Service.** The monthly recurring charge(s) ("MRC") and any non-recurring charge(s) ("NRC") for Service are stated in the Sales Order. Service charges are exclusive of applicable taxes.
4. **Billing and Payment.** PremierComm shall bill Customer for Service rendered at the rates stated in said SO. Invoices shall include all applicable federal, state and local taxes, assessments and regulatory charges of any kind. All such taxes, assessments and charges, including but not limited to all sales, use, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees and surcharges, shall be payable by the Customer. However, if Customer provides proof of its specific tax exempt status, PremierComm shall not charge applicable taxes due to such exemption. In that event, Customer shall supply PremierComm a valid and properly executed tax exemption certificate(s). In such cases the Customer remains responsible for, and agrees to pay, any and all remaining non-exempt charges; tax exemption status validation is solely the responsibility of the Customer and PremierComm will not be obligated to consider or honor any retroactive tax exemption. PremierComm shall commence billing for the monthly recurring charges and usage (the Service) on the Service Activation Date, or 10 days after order date. Prorated charges for the first month of the recurring Service(s) along with full charges for the second month will be billed upon Service Activation Date. Payments are due within Thirty (30) days of the invoice date. After Thirty (30) days of non-payment, all unpaid sums will accrue interest at a rate equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, and Customer shall pay all collection costs incurred by PremierComm (including, without limitation, reasonable attorney's fees). If, at any point after the invoice due date, Customer has failed to pay any sums due and outstanding, then PremierComm may give Customer written notification, by email, that Customer has committed a material breach of the Agreement due to non-payment. Said notification will be provided five (5) business days prior to Service suspension or termination. Customer must pay all outstanding charges, within said notice period, to avoid suspension or termination of Service. If Service is terminated due to non-payment, then the termination fees described in Section 7 shall apply. In its sole discretion, PremierComm may: (i) require a security deposit to continue the provisioning of Service(s) if Customer's approved level of credit is deemed insufficient; (ii) change payment terms, billing cycle, and/or Due Date; (iii) demand immediate payment by wire or other means and discontinue Service(s) without notice should PremierComm determine Customer's usage exceeds their approved level of credit; (iv) immediately block Customer's Service(s) if a Customer's pre-paid balance is depleted or is at a level that cannot cover Customer's estimated traffic during the time required for the Customer to replenish their prepaid balance, or if Customer refuses to make any requested payments.
5. **Billing Disputes.** In the event Customer disputes any invoiced charges, Customer shall pay in full all charges invoiced by the date set forth in the invoice (the "Due Date") and submit written notification in the form of an email sent to customer@premiercommllc.com, with "Notice of Billing Dispute" in the subject line of the email. Such email notification must include the Customer's contact information, the specific dollar amount in dispute, detailed supporting reasons for the dispute, and any supporting documentation if available. PremierComm shall respond to Customer, in writing, within twenty (20) calendar days of receiving a dispute notification from Customer. Any dispute resolved in favor of Customer shall be credited as appropriate on the next available invoice. In the event that any disputed amounts are deemed to be correct as billed and in compliance with this Agreement, Customer shall be notified in writing that the charges have been deemed valid and legitimate, and the dispute will be considered resolved by both parties; in such cases, if there should be any amount due from Customer related to the dispute, then all such amounts shall be due and payable immediately. PremierComm reserves the right to deny any and all billing disputes and/or delay credits if the Customer's account is in arrears or otherwise not in good standing.
6. **Resumption of Service.** If Customer requests that Service be restored after a suspension or termination, PremierComm has the sole and absolute discretion to restore such Service and may condition restoration upon satisfaction of such conditions as PremierComm determines, in its sole discretion, to be necessary for its protection, including requiring Customer to execute a new agreement, pay all past due invoices in full, pass PremierComm's credit approval and/or make advance payments. New nonrecurring charges also may apply to restore Service.
7. **Termination.** PremierComm may terminate this Agreement and/or any individual SO(s) in the event of a breach by Customer of any provision of this Agreement, the Terms or any SO that is not cured within thirty (30) days following the delivery of written notice specifying said breach, except in the case of: (i) a breach due to nonpayment by Customer of any amounts due

hereunder which remains unpaid for more than five (5) business days from the Due Date or (ii) a material breach which, in the reasonable judgment of PremierComm, causes or has the potential to cause material harm to PremierComm (in either such case, PremierComm may terminate this Agreement immediately). Any such notice from PremierComm shall be in the form of an email to the Customer. If PremierComm terminates this Agreement pursuant to this Section 7, or if Customer terminates this Agreement prior to expiration of the Term or cancels any PremierComm Spark Service prior to expiration of the Service Order Term, PremierComm may disconnect all Service(s) and, unless otherwise noted in the applicable SO(s), the following termination fees shall apply: (a) all applicable charges for Service(s) provided by PremierComm prior to the effective date of termination; (b) an early termination fee (“ETF”) equal to 80% of the remaining balance of services under the term agreement, and (c) any nonrecurring charges originally waived by PremierComm.

- 8. Dispute Resolution Process and Applicable Law.** (a) It is the mutual desire of the parties to promptly and fully resolve any dispute arising in connection with this Agreement in good faith, confidentially, and informally with minimal transaction costs and no public statement may be made by any party regarding any such dispute. If either party determines that the dispute cannot be resolved informally, then such party shall initiate an escalation process by giving written notice (“Escalation Notice”) to the other party. Each party shall name one executive as its representative, to be a person knowledgeable of the subject matter in dispute and someone with authority to discuss the dispute (hereinafter the “Officers”). The Officers shall meet in person or by conference call, together with any persons assisting them, within fifteen (15) days after delivery of the Escalation Notice. All negotiations conducted by the Officers are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state rules of evidence. The Officers shall conduct such additional meetings as they deem necessary to exchange relevant information, will appoint staff to engage in resolution of any disputed facts, and will attempt to resolve the dispute. Should the Officers be unable to resolve the dispute within such fifteen (15) days, or within such additional time as the parties may otherwise agree to in writing, either party may demand mediation, whereupon the parties shall, in good faith, mediate the dispute no later than thirty (30) days after such demand through the services of a mutually selected mediator, the cost of whom shall be borne equally by the parties, at a date and location selected by the mediator after consultation with the parties. If the dispute is not resolved after applying the escalation procedures set forth above, the parties agree to waive any right to trial by jury in any judicial proceeding arising under or related to the subject matter of this Agreement, and agree to submit all controversies, claims and matters of difference to arbitration according to the commercial rules and practices of the American Arbitration Association (“AAA”). Arbitration hereunder shall occur within sixty (60) days of the date of submission before a single neutral arbitrator having significant experience in the subject matter of this Agreement and who will be selected in accordance with AAA rules. Arbitration proceedings shall take place in Lancaster, Pennsylvania. Discovery shall be permitted, including the use of interrogatories, requests for admission and production of documents and depositions. If the amount claimed to be in dispute is less than \$500,000 all applicable expedited procedures of the AAA shall apply. The arbitrator’s fees and costs of the arbitration shall be borne by the party against whom the award is rendered, except that if the arbitrator issues a split decision, granting partial relief to both parties, the arbitrator shall equitably allocate the arbitrator’s fees and other costs. Each party shall pay its attorney’s fees related to any Dispute related to this Agreement. The arbitration award shall be final and binding on both parties of this Agreement, shall not be subject to any appeal and shall be enforceable in any court of competent jurisdiction. (b) This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Pennsylvania without reference to its choice of law principles. In the event any party brings a civil action or initiates judicial proceedings of any kind related to this Agreement (except for actions to enter or collect on judgments), the parties consent to the exclusive personal jurisdiction and venue of the courts in Lancaster County, Pennsylvania.
- 9. Limitation of Liability.** IN NO EVENT WILL PREMIERCOMM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF OR IN RELATION TO THE SERVICE(S), CPE, AND/OR ANY PRODUCTS OR SERVICE PROVIDED BY THIRD PARTIES UNDER THIS AGREEMENT. PREMIERCOMM’S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES PAID TO PREMIERCOMM BY CUSTOMER FOR THE SERVICE PROVIDED.
- 10. Indemnity.** Customer shall defend, indemnify and hold harmless PremierComm, its officers, employees, agents and affiliates from and against any and all alleged or actual losses, costs, claims, liability of any kind, damages (including to any tangible property or bodily injury to or death of any person), or expense of whatever nature (including reasonable attorneys’ fees) to or by any third party, relating to or arising from (a) Customer’s use of any Service, whether or not Customer has knowledge of or has authorized access for such use, (b) any damage to or destruction of CPE, and (c) any breach of this Agreement by Customer. Customer has the sole and exclusive responsibility for the installation, configuration, security and integrity of all Customer systems, equipment, software, and networks (the “Customer Equipment”) used in conjunction with or related to the Service(s) provided by PremierComm. Customer shall defend, indemnify and hold harmless PremierComm from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys’ fees) on the part of or which may be incurred by Customer or a third-party relating to or arising from the use or operation of the Customer Equipment. Customer’s indemnification in this paragraph includes any alleged or actual losses or claims in connection with unauthorized access to or use of the Service(s) by any third-party through Customer Equipment, regardless if such unauthorized access is unintentional, accidental, intentional or by fraud and regardless of whether Customer had knowledge of such unauthorized access. In all such cases of unauthorized access Customer agrees that it shall be liable for any and all charges for the Service(s) provided by PremierComm. In the event PremierComm grants Customer access, either by online access, by application programming interface (API), or access by any other means, to a service ordering/management system and other related electronic tools (collectively, the “Electronic Tools”), Customer agrees that it is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through such Electronic Tools. Customer agrees that

it is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Electronic Tools, and to only allow authorized use of the Electronic Tools to persons that Customer designates. Customer agrees that it shall defend, indemnify and hold harmless PremierComm from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including reasonable attorneys' fees) on the part of or which may be incurred by Customer, or a third-party, relating to or arising from the use or operation of the Electronic Tools. Customer's indemnification in this subsection includes any alleged or actual losses or claims in connection with unauthorized Access to, use, transactions, or activity conducted through the Electronic Tools, regardless if such unauthorized access is unintentional, accidental, intentional, or by fraud, and regardless of whether Customer had knowledge of such unauthorized access. In all such cases of unauthorized access Customer agrees that it shall be liable for any and all charges for the Service(s) provided by PremierComm.

- 11. No Warranties and Assumption of Risk.** PREMIERCOMM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE(S) OR THE CPE (IF APPLICABLE) PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PREMIERCOMM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. PREMIERCOMM EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY DATA OR CONTENT TRANSMITTED WITH THE USE OF THE SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT PREMIERCOMM DOES NOT OWN THE UNDERLYING WIRELESS SERVICES, FACILITIES OR EQUIPMENT UTILIZED TO PROVIDE THE SERVICES AND IS NOT RESPONSIBLE FOR ANY PERFORMANCE OR NON-PERFORMANCE THEREOF. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS AND/OR ITS END USER CUSTOMERS' USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE.
- 12. Miscellaneous.** Customer acknowledges and understands that Customer is to receive the Service detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. Handwritten alterations or additions to this agreement made by Customer will not be considered part of this Agreement. This Agreement may only be modified, or any rights under it waived, by a separate written document executed by both parties. This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of Pennsylvania without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Lancaster County, Pennsylvania and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. Customer may not assign this Agreement without PremierComm's prior written consent. PremierComm may freely assign this Agreement. Unless otherwise set forth herein, all notices shall be sent via certified mail addressed in accordance with the addresses first set forth above. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. By signing this Agreement, or any Service Order Form, or any other documents incorporated herein by reference, the undersigned certifies that he/she is an officer or duly appointed representative of the Customer, and as such is authorized to enter into this Agreement. In the event any specified time frame or deadline denotes calendar days, it is agreed that when the last date of required action or response falls on a weekend or holiday, the action and/or deadline shall automatically extend to the next business day. Agreement headings are provided for reference purposes only. THIS AGREEMENT, TOGETHER WITH ANY ATTACHMENTS (INCLUDING ANY SERVICE ORDER FORMS) AND ANY TERMS POSTED ON WWW.PREMIERCOMMLLC.COM, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE, CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN THE CUSTOMER AND PREMIERCOMM WITH RESPECT TO THE SERVICE(S) PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT CUSTOMER IS NOT RELYING ON ANY AFFIRMATION OF FACT, PROMISE OR DESCRIPTION FROM ANY PERSON OR ENTITY, NOR ANY OTHER ORAL OR WRITTEN REPRESENTATION OTHER THAN WHAT IS CONTAINED IN THIS AGREEMENT AND ANY INCORPORATED DOCUMENTS.