

Whitesky Communications 5710 Watermelon Road, Suite 316 Northport, AL 35473

Alabama A&M University

Proposal for Internet Services - RFP# P001-2k20

Due Date: May 21st 2020

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Account Team:
Matt Amick
President and Head of Sales
Direct Line: 404-433-7276
matt@whitesky.us

Aaron Lee(Primary Point of Contact)
Senior Vice President: Managed Services
Direct Line: 334-722-0022
aaron@whitesky.us



MISSION

Delivering the optimal telecommunication experience by providing ultramodern, allinclusive services at a lower cost vs. performance rate than other providers

ABOUT

WhiteSky Communications, LLC is a Telecommunication Company that was established in 2005 as an Alabama based ISP/MSO.

WhiteSky uses state-of-the-art, completely customized entertainment and information system packages that are specifically designed to benefit and capitalize on each property's individual needs. No two properties with WhiteSky amenities are the same; no "one size fits all" packages. WhiteSky uses a tailored approach to design, consult, build and manage a perfect fit for your television, internet, and Wi-Fi needs.

With over 100,000 Customers in 40 different states, WhiteSky's service is faster, more reliable, and more cost effective than the competition with 24/7 U.S. based customer service support.

Who we serve:

Municipalities • Apartment Buildings
Condominiums • Office Buildings
Retail Stores • Schools
Assisted Living Facilities

What we offer:

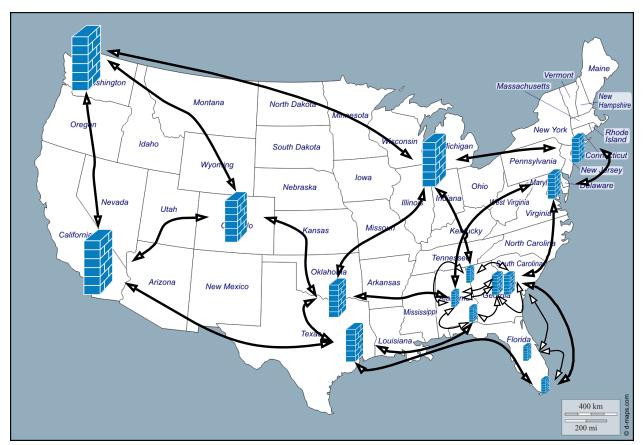
- Metro Ethernet
- Managed Internet Access
 Up to 1000 Mbps per User
- State-of-the-Art "MIMO/Wave2" and "AX" Wi-Fi
- ♦ Fully IPv6 Enabled Network
- ♦ Private LTE Networks
- ♦ Voice, Voice Data, Wireless
- Robust, Bulk, HD Television Packages
- ♦ HP Video Distribution
- Bulk VolP Termination
- ◆ TDMA & VoIP PRI
- ♦ MPLS/VPN
- ♦ T-1 and T-3
- ♦ DSL
- ♦ IP Transport

CONTACT US TODAY 866.755.8593

sales@whiteskycommunications.com



The WhiteSky Fully Redundant Nationwide MPLS Network



Why WhiteSky?

Simple, Reliable, Scalable, Custom

- 24/7 US Based Knowledgeable Technical Support
- WhiteSky operates strategically located "POP's" in the 10 top connected US Internet cities. Cutting latency while increasing reliability and performance.
- 100% Juniper MX Routing.
- All WhiteSky "POP's" are secure hardened facilities with redundant cooling & power.
- All WhiteSky equipment features redundant routing engines & power supplies.
- WhiteSky is connected directly to every major US "Tier-1" and major "Cloud" service provider.
- WhiteSky openly peers with hundreds of networks via 13 regional peering exchanges.

- WhiteSky's backbone circuits are run over DWDM wavelengths directly on fiber, not on some other carrier's MPLS.
- All core nodes have 100 Gbps or multiple 10 Gbps (OC-192) connections Each of our core routers has a combination of backbone circuits, exchange ports, and private peering connections.
- Speeds up to 100 Gbps and greater WhiteSky can deliver 100GE (100 Gigabit Ethernet), 10GE (10 Gigabit Ethernet), and gige (Gigabit Ethernet) ports at all core router locations. For speeds in excess of 10 Gbps, WhiteSky Electric can deliver 100GE or multiple 10GE ports.
- WhiteSky's entire network is Jumbo Frame (9000 byte MTU) capable to allow higher data throughput. Jumbo frames allow you to more easily attain higher data speeds for large data transfers between geographically separated locations when both locations have jumbo frame capability



Alabama A&M Internet Services RFP Whitesky RFP Response

Thank you for allowing Whitesky Communications to bid on your RFP for Internet Services.

We have provided a quote for 3 diverse 10 gigabit ethernet private lines. Configuration, management, installation and peering is included in these terms. Due to the possibility for future requirements at this location as per the RFP, we plan to work with AAMU on installing Whitesky Communications' managed core equipment to service the University and it's partners for the future. Whitesky would be responsible for installing the equipment and the appropriate style rack 2/4 post 19 inch. We have provided below responses to the questions outlined in the RFP.

Description of the Respondent:

a. A brief description of the history and mission of the Respondent, including the Respondent's background and mission statement, the length of time the Respondent has been in business, a description of the Respondent's organizational structure and a description of the Respondent's customer make-up;

We are an internet service provider and managed services operator headquartered in Northport Alabama. We have been offering services since 2005. We provide a variety of managed services including direct internet access with the primary focus being bulk internet and cable packages. We pride ourselves on providing the best possible service to our customers

We have included some of our flyers to give a better understanding of our services. If Alabama A&M University requires a service that is not listed, please let us know. We believe in adapting to all situations to make sure our customers' needs are met.

Our Chief Executive Office, Grant McCabe leads the following entities; Sales, Human Resources and Finance.

Our Chief Technology Officer, Cory White leads the following entities; Operations, Engineering and Field Services(Including Construction and Dispatch)

We offer services to a variety of customers that includes but is not limited to Higher Education, Muti-Dwelling Residential and Government Entities

b. Disclosure of the Respondent's Dunn and Bradstreet number;

078769708

c. References of the Respondent, including at least three (3) other clients for whom the Respondent has provided services similar to the Services(with preference given to clients comparable to AAMU) and, for each such reference,

the business name, the identification of a contact person, the title of the contact person and a telephone number;

A list of references is attached.

d. Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;

Total Sales
Fiscal Year 2018 to Current: \$35,609,180.78

e. A description of the number and qualifications of the Respondent's employees who will participate in the performance of the Services, including the total number of employees at the Respondent's Huntsville location, the names and titles of key employees who will be assigned to provide the Services, a description of the role to be filled by each such key employee and a resume of each such key employee;

Sales Contact

Matt Amick
President and Head of Sales
Direct Line: 404-433-7276
matt@whitesky.us

Service Delivery Contact:

Aaron Lee Senior Vice President: Managed Services Direct Line: 334-722-0022 <u>aaron@whitesky.us</u>

An additional list of all construction and install technicians can be provided if required by Alabama A&M.

f. A description of any other resources available to the Respondent that will be useful in providing the Services;

Whitesky provides additional services that is included on our flyers. This also includes IT management of enterprise wired and wireless networks. We pride ourselves on providing quality services and answering all technology requirements our customers have.

I have also included a support escalation chart that will give Alabama A&M University means of direct communication.

g. A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;

Whitesky Communications has 3 locations. We maintain 2 NOCs, one in Los Angeles, California and one in Northport Alabama. Support Staff is available 24/7-365. Whitesky Communications maintains a fleet of support vehicles that also

Northport Office(Headquarters/Sales/Operations)

5710 Watermelon Rd Ste 316

Northport, AL 35473

Tuscaloosa Office(Field Construction/ Field Dispatch)

2207 16th Street

STE A&B

Tuscaloosa, AL 35401

Los Angeles (Engineering/Operations)

2421 W 205th St., Ste D101 Torrance, CA 90501 h. A Statement of whether the Respondent has been certified by any certification agency as a minority business enterprise or any other type of business qualified for an allowable preference;

Whitesky is considered a small business with under 500 employees. We were awarded in 2019 Small Business of the Year under the Chamber of Commerce Association of Alabama.

i. A description of the methods used by the Respondent to measure the satisfaction of its clients;

Whitesky provides a service delivery manager as a point of contact for all customers. This individual gets notified if a ticket is opened with each customer and monitors the ticket to verify SLAs are met. This individual is also responsible for providing updates to designated customer contacts as well during P1 or P2 incidents. Whitesky would like to request a monthly call as well to verify customer satisfaction.

Alabama A&M's Service Delivery Manager will be Aaron Lee as stated above.

j. Any other relevant information about the capabilities of the Respondent deemed to be material.

We boast 99.5% uptime as part of our end user service level guarantees. Our customers can expect less than 30 minutes of downtime per year excluding any scenarios outside of WhiteSky's control such as weather-related incidents, acts of God, third party construction accidents damaging WhiteSky cabling, etc. Our network was designed for failover and capacity in mind. Traffic engineering is widely utilized on our backbone to prevent backbone circuits from ever being oversaturated.

a.A statement of how long the Respondent has provided services similar to the Services requested herein;

Whitesky has been providing direct internet access and managed services similar to this RFP since 2005.

b.A general description of the Respondent's experience and background in providing services similar to the Services requested herein;

Whitesky operates a nationwide traffic engineered MPLS backbone. We have 13 regional point of presence locations located throughout North America with many edge facing sites as well. On one of our flyers is a small network map. We have multiple transit providers as well in all locations ensuring maximum uptime. As we are always expanding these numbers are subject to change.

A statement regarding previous experience, if any, in providing "Services" to AAMU.

Whitesky has provided managed wireless and network services to the Normal Hill Residential Location located on Alabama A&M University's campus for the past year.

AAMU Supplemental Information

Campus Internet Services:

The Offeror shall provide Bulk Internet Services to the AAMU Residence Halls and Common Areas as defined in Appendix B – AAMU-ResNET Locations.

This service is provided in the attached quote.

The Offeror shall provide Bulk Internet Services to the Academic and Administrative areas as defined in Appendix C – AAMU-CCN Locations.

This service provided in the attached quote.

The Offerer shall provide at least (3) diverse 10,000 x 10,000 internet circuits to be utilized by both the vendor and the organization as the backbone of the services to be provided in the locations designated in Appendix B – AAMU-ResNET Locations and Appendix C – AAMU-CCN Locations

This service provided in the attached quote.

Offeror must operate its own nationwide redundant MPLS Network with presence in at least 25 data centers or colocation facilities across the United States

Whitesky Communications provides direct internet access and ethernet transport services all across North America. Whitesky has a fully redundant MPLS traffic-engineered backbone with interconnections with multiple transit providers. We have points of presence in over 25 datacenters throughout the United States. allowing us to directly peer with Akamai, Facebook, Netflix and many other CDNs. We provide managed WLAN, WAN, LAN, and Voice services to a majority of our Internet.

Offerer shall provide monitoring of all traffic to identify and shutdown any Illegal activities

Whiteky will monitor traffic for malicious activities. If illegal activities are detected Whitesky will notify, an Alabama A&M appointed contact.

Offeror must provide AAMU-ITS with a reporting dashboard showing real time property bandwidth, property stats, building stats, user stats, tickets, ticket stats

Whitesky will provide a custom dashboard with information above.

Technical Support:

Offeror must be headquartered, or have a physical presence, within the State of Alabama.

Whitesky Communications is headquartered in Northport, Alabama.

Offerer shall provide AAMU-ITS Ticketed support 24x7x365 with an SLA of less than 4 hours.

Offeror must provide an online student support portal that is available 24x7x365

Whitesky has a portal that is provided to customers for online support tickets.

Below are the most common methods for opening tickets

Issues can be reported in 3 different ways:

Website: support.whitesky.us

Phone: 1-866-755-8593

Email: support@whitesky.us

If there is an emergency we recommend reaching out to via phone.

Offeror must provide a telephone support center that is available 8x5x52

Our support center is staffed 24/7 365.

Selection Criteria

Selected provider must possess the ability to perform the full scope of work and must adhere to all provisions as laid out below:

Offeror must be able to provide on-site support within 4 hours if needed.

Whitesky has the ability to be on-site within 4 hours. 4 hour onsite support is defined for major equipment failure and/or service impacting outages.

Offeror must operate its own nationwide redundant MPLS Network with presence in Atlanta, GA., Chicago, IL., and Dallas,

TX. with ability to provide cross-connect access to SoX or Internet2.

Whitesky is located in all of these locations and many more. We are able to procure cross-connects with SoX or Internet2.

Offeror must have the ability to take over all campus wireless internet and provide managed wireless as a service (WaaS)

with 24x7x365 customer support.

Whitesky currently maintains and manages multiple large scale wireless deployments. This is a primary offering. We also offer support 24x7x365

Offeror must have the ability of assuming responsibility for all Advanced Internet Routing Protocols such as MPLS, BGP, &

OSPF for campus internet services.

Whitesky has the ability to support all protocols listed above. Our engineering and operations staff have direct experience with the above protocols. We utilize these extensively in our network.

Offeror must have the capability to provide IPTV/Streaming services as needed.

Whitesky offers pre-built and custom IPTV/Streaming services.

Offeror must have the capability to provide Video Gaming Network Services as needed.

Whitesky has this capability. We utilize UPNP (universal plug and play) and network segmentation provide the best gaming experience possible.

Offeror must have the capability of providing Virtual Private Network (VPN) services as needed

Whitesky offers client-based VPN services.

Offeror will assign a dedicated representative(s) to work with the University and describe additional modes of communication

that may be used. Excellent customer service and rapid response to urgent needs will be provided. The dedicated representative will meet with University administration as necessary. In your submitted proposal, please identify and introduce who will be assigned as AAMU's representative and specifically describe their services.

Sales Contact

Matt Amick
President and Head of Sales
Direct Line: 404-433-7276
matt@whitesky.us

Service Delivery Contact(Primary Point of Contact for All Service related requests or issues):

Aaron Lee Senior Vice President: Managed Services Direct Line: 334-722-0022 aaron@whitesky.us

The Offerer will provide services to be billed annually based on AAMU's fiscal year.

Services can be billed annually or monthly.

Support desk procedures and hours of operations / On-Site Coordinator

This procedure information is located above in the description of the respondent. Our attached support matrix also details this contact information and hours of operation.

Technical Support / Customer Support / User Account Creation/Billing

Our support center provides access to all assistance in performing the following. This information is located above in the description of the respondent.

SD-WAN / Co-location / Cross-connect / Disaster Recovery capabilities

Whitesky is co-located in multiple datacenters across the United States including the locations stated above. We can provide prebuilt SD-WAN connectivity or build out SD-WAN capabilities for customers individually in addition to traditional WAN design. We can provide additional services for offsite backup and data retention for disaster recovery if needed. We would also happily assist AAMU in discussing disaster recovery options the University is interested in.

Security Tools and Anti-Malware Programs available to users

Whitesky doesn't typically offer Anti-Malware programs to users. We have recommended free solutions to our bulk end users before. Our Engineering and Operations technical staff have experience in this field if Alabama A&M needs a custom solution.

WhiteSky Communications References

Ian Davis - Member

Davis Craig Telecommunications & Technology Law 13355 Noel Road, Suite 2018, Dallas, TX 75240 817-614-9211 ian@mdulaw.com

Eric Bronstein - Principal

Scion Group 444 N. Michigan Ave., Suite 2600 Chicago, IL 60611 312-896-7944 Ebronstein@thesciongroup.com

Alan Hyland - Vice President of Construction

McGrath Real Estate Partners 950 Corbindale Road, Suite 300, Houston, TX 77024 713-782-5800 Ahyland@mcgrathrep.com

Tim Lassiter – Director of Construction

Zimmer Development Company 111 Princess Street, Wilmington, NC 28401 910-294-8221 Timlassiter@zdc.com

Jackson Wallace - President

IMS Development
P.O. Box 2730 Tuscaloosa, AL 35403
205-469-1529
Jackson@IMSDevelopment.net

Andy Turner - Principal

Spaces Management 1800 McFarland Blvd. Suite 341 Tuscaloosa, AL 35404 205-750-2260

Andy@spacesmanagement.com

W. MATTHEW AMICK

404-433-7276 • william.m.amick@gmail.com • 5761 Candler Avenue, Tuscaloosa, AL 35406

OBJECTIVE

Seeking an opportunity for a relationship with a high-caliber firm seeking a quality internet product. An ideal role would be one tasked with fostering a successful client relationship through the application of exceptional customer service.

BACKGROUND

Matt Amick is the President and Head of Strategic Initiatives at WhiteSky Communications. He is a former Managing Consultant for IBM Global Business Services. Mr. Amick graduated with honors from the University of Alabama with a Bachelor of Science in Professional Accounting. With more than 8 years' experience in a variety of leadership roles, Matt has developed essential skills that allow him to deliver unparalleled service and value for his customers.

Quick Qualifications:

- Program Leadership
- Sales & Customer Service
- User Education & Change Management
- Business Development & Partnerships
- Enterprise Strategic Planning
- Business Intelligence & Analytics
- Inventory Management & Logistics
- P&Ls, Budgeting & Cost Controls

PROFESSIONAL EXPERIENCE

WhiteSky Communications - Tuscaloosa, AL

President January 2020 – present

- Responsible for driving long-term growth in an effort to expand WhiteSky's footprint as a major player in the internet services field.
- Providing leadership at the intersection of WhiteSky's technical, sales, and delivery organizations to ensure WhiteSky is constantly delivering unmatched customer service.

CHIEF DEVELOPMENT OFFICER MARCH 2018 – JANUARY 2020

- Led a Sales Organization that identified and closed more than \$100M in Opportunities.
- Analyzed industry trends to implement growth strategies leading to greater than 50% revenue growth in consecutive years.

IBM Global Business Services (GBS) - Birmingham, AL

MANAGING CONSULTANT / STRATEGIC ADVISOR

APRIL 2017 - MARCH 2018

- Working as part of IBM's "Client Success" organization. Responsible for helping project teams develop, maintain, and strengthen customer relationships within IBM's Industrial Sector.
- Leveraging project leadership expertise to advise IBM Executives by identifying and capitalizing on growth opportunities with top clients across the IBM portfolio.

SENIOR STRATEGY CONSULTANT JUNE 2014 - APRIL 2017

- Led workstream in support of a "Big Data" initiative at a \$20B pulp and paper company. Supported team of client stakeholders through the design and development of multidimensional reports and performance dashboards, ensuring alignment with critical business processes and executive reporting needs. Conducted client workshops and interviews through all phases of the project to define strategies, outline customization needs, and ultimately ensure the customer's expectations were constantly exceeded.
- Managed a Business Intelligence team through the development of a complex analytical solution focused on optimizing order fulfillment for a global water technology company. The solution allowed the client to pinpoint problem areas real-time and empower quicker mitigation strategies, avoiding downstream impacts to customer satisfaction and profitability. Successful implementation of solution resulted in over \$3M in additional revenue for IBM.
- Member of the project management team on a \$75M software transformation program for a major industrial products company.

STRATEGY CONSULTANT AUGUST 2012 - JUNE 2014

- Member of IBM's "Rapid Demand Generation" team focused on analyzing IBM's strategic and competitive position within top global accounts and identifying new work within existing clients. Performed trend analysis and data modeling on over \$400M of opportunities and devised approaches for capturing new market share.
- Led the development and delivery of software education courses for three key workstreams Warehouse Management, Parts & Accessories, and Manufacturing as part of a \$2M Change Management initiative for a utility vehicle manufacturer. Education was designed in alignment with future state business processes.
- Assisted in the successful sale of a multi-million dollar web solution that improved customer experience for a \$60B global logistics company. Developed customer centric heatmaps and aided in delivery of executive oral presentations.

EDUCATION

The University of Alabama

AUGUST 2008 - MAY 2012

Christopher Aaron Lee

330 County Road 17 Autaugaville, Alabama 36003

Phone: 334-722-0022 Email: Christopher.lee.aaron@gmail.com

Seeking a long-term position to further productivity and knowledge for my employer and their clients

Work History

Background Summary

Title/Location/Dates

Senior Vice President: Managed Services	Whitesky Communications	March 2020- Present
Principal Systems Engineer	Ruckus Networks	August 2019 to March 2020
Sr. Systems Engineer	Ruckus Networks	March 2019 to July 2019
Systems Engineer	Ruckus Networks	March 2017 to March 2019
Solutions Architect	Optiv Security	October 2016 to March 2017
Network Administrator	Alabama State Legislature	April 2015 to October 2016
Sr. Network Analyst	Troy University	January 2013 to April 2015

Senior Vice President: Managed Services - US and Canada - March 2020 to Present

Whitesky Communications, Northport, Alabama

March 2020 -Present

- Responsible for managed service deployments and operations including but not limited to bulk internet and cable TV services, managed IT services and business class internet circuits
- Service Delivery Manager for Tier 1 and Tier 2 customers
- Technical Point of Escalation for NOC and Support Operations
- Works closely with engineering, sales and field teams for new designs and operational changes

Principal Systems Engineer - US & Canada - August 2019 to March 2020

Ruckus Networks - Commscope , Birmingham, Alabama

August 2019 - March 2020

- Point of Escalation for Territory Teams and Regional Teams on support and sales initiatives
- Provide Pre and Post Sales support for net new and existing strategic customers(National)

- System Engineering Council Member
- Acting member of IOT and Switching SME teams
- Development of training materials on integration and deployment of Ruckus solutions
- Provide training to VAR partners and customers.
- Assist with scoping and implementation of projects related to networking and security within strategic customer environments.

Sr. Systems Engineer - South Central Region - March 2019 to July 2019

Systems Engineer - South Central Region - March 2017 to March 2019

Ruckus Networks - Commscope , Birmingham, Alabama

March 2017 - August 2019

- 2018/2019 US and Canada SE of the Year
- Quota Attainment (Consistent Quarterly 140%)
- Star Award Winner (2017(2x) and 2018)
- Elected in 2019 to System Engineering Council
- BlackHat 2019 NOC Member
- Acting member of IOT and Switching SME teams
- Provide Pre and Post sales expertise to SLED and commercial customers.
- Development of training materials on integration and deployment of Ruckus solutions
- Provide training to VAR partners and customers.
- Assist customers with expertise on new and currently deployed solutions: Ruckus LAN, WAN and WLAN
- Assist customers with expertise with various vendor technologies: Ruckus/Brocade, Juniper, Cisco, Palo Alto, Silverpeak, HPE, Aruba, Adtran, Dell, Vmware, etc
- Provide technical assistance to 2 territory account managers along with providing backup to regional system engineers
- Design and Review BOMs and Quotes
- Assist with scoping and implementation of projects related to networking and security within customer environments.
- Responsible for Tier 3 Support on AT&T State of Alabama Managed WAN(MPLS VPN Backbone with 500+ Sites)

Client Solutions Architect - Sunbelt Region

Optiv Security, Denver Colorado

October 2016 - March 2017

- Provide Pre-sales expertise to commercial customers
- Assist customers with expertise on currently deployed solutions
- Provide technical assistance to 3 sales managers
- Design and Review BOMs and Quotes
- Delegate internal divisions and SMEs for assistance with with upcoming projects
- Assist with scoping projects related to security assessments and solutions deployments

(PCI-DSS, SSA, Network Segmentation, Endpoint, CASB, Infrastructure, NAC, DDI)

Network Administrator

Alabama State Legislature, Montgomery Alabama

April 2015 - October 2016

Manage Network Infrastructure

(50+ Wired Products, 80+ Access Points, 400+ Client Machines + Public Wifi)

Installation and troubleshooting of various platforms

(Cisco, Brocade, PFsense, Meru, Fortinet,,,Aerohive)

- Maintain VMware ESXI production environment
- Audio/Video Streaming(AMS 5, FMLE, Livestream Producer/Studio)
- Assist other divisions with new technologies and deployment

(Active Directory, Forticlient, GPOs)

- Consult with TAC and territory representatives with deployments/known issues
- Network and Wireless Design

(RSTP, MCT, LACP, VRRP-E, OSPF)

- Instruct end users on security and best practices
- Answer trouble tickets relating to network issues
- Technician training and instruction
- Maintain logging and monitoring equipment

(PRTG, Nagios)

Senior Network Analyst

Troy University, Troy, AL

January 2013 – April 2015

- Manage Network Infrastructure
 - (250 Wired Products, 500 Access Points, Average 8600 Client Machines)
- Installation and troubleshooting of various platforms

(Meru, Brocade, Cisco, Aruba, Palo Alto)

- Assist other divisions with new technologies and deployment
 - (Active Directory Deployment/Integration and numerous applications)
- Consult with TAC and territory representatives with deployments/known issues
- Network and Wireless Design

R&S: (OSPF, EIGRP, BGP, RSTP, VRRP-E, MCT, LACP, PBR)

- Instruct end users on security and best practices
- Answer trouble tickets relating to network issues
- Technician training and instruction
- Work closely with telecommunications for IP telephony integration
 (Mitel)
- Maintain logging and monitoring equipment

(Brocade Network Advisor, PRTG, Solarwinds)

Education

Masters in Business Administration: Management Information Systems: Cybersecurity

University of Alabama Birmingham, Birmingham Alabama August 2019 to Present

In Progress

Bachelor of Science in Applied Computer Science

Troy University - Troy, AL June 2011 - December 2014

Cum Laude / 3.4 Overall GPA / 3.8 Major GPA

References can be provided upon request



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

		SATION IS WAIVED, subject to cate does not confer rights to			•	•	•	may require	an endorsement. A state	ment on
PROD	UCER					CONTACT NAME:	Candace	Robinson		
Prito	hett-Moor	e Inc				PHONE (A/C, No.	Ext): (205) 7	58-4441	FAX (A/C, No):	(205) 349-6538
1120	Queen C	ity Avenue				E-MAIL ADDRESS	crobinson	@pritchett-mo	ore.com	
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INSU	RED					INSURER	B: Benchma	ark		
		WhiteSky Communications, LL	С			INSURER	c: Axis Insu	ırance Compai	ny	
		5710 Watermelon Road, Ste 3	16			INSURER	D:			
						INSURER	E:			
		Northport			AL 35473	INSURER	F:			
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LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
								MED EXP (Any one person)	\$ 10,000
Α			Υ		5D69343	05/24/2020	05/24/2021	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L'L AGGREGATE LIMIT APP <u>LIES</u> PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
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В	ANY	PROPRIETOR/PARTNER/EXECUTIVE TYN	N/A		WC04400406732020A	03/04/2020	03/04/2021	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	ndatory in NH)			W 00 1 100 100 100 102 02 07 K	03/04/2020	03/04/2021	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Dro	ofessional Liability						Professional Liability	\$5,000,000
С	-10	Diessional Liability			P00100022895101	10/03/2019	10/03/2020	Deductible	\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverages afforded by all policies shown above. Alabama A&M University is additional insured as respects general liability coverages as required by written contract with named insured.

CERTIFICAT	E HOLDER		CANCELLATION
	Alabama A&M University 4900 Meridian Street North		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	4900 Mendian Street North		AUTHORIZED REPRESENTATIVE
	Huntsville I	AL 35811	Jam Barhaus



WhiteSky
Matt Amick
matt@whitesky.us

DATE	QUOTE NUMBER	EXPIRATION DATE	PRODUCT	CONTRACT TERM
5/16/20	1	6/15/20	Diverse EPL Service	60 Months

SERVICE ADDRESS	CITY	STATE	ZIP CODE
Alabama A&M University	Huntsville	AL	35811

QTY	DESCRIPTION	PRICE	MONTHLY CHARGI	E NRCINSTALL
1	Diverse 10Gig EPL Service	\$1,666.33	\$1,666.33	\$0.00
1	Diverse 10Gig EPL Service	\$1,666.33	\$1,666.33	\$0.00
1	Diverse 10Gig EPL Service	\$1,666.33	\$1,666.33	\$0.00
1	Taxes and Fees	Included	\$0.00	\$0.00
1	Setup & Installation	Included	\$0.00	\$0.00
		TOTALS:	\$4,999.00	\$0.00

NOTES:

- All listed charges are inclusive of taxes, fees, and other assessments



		Support Contact
	Hours	24x7x365
Contact Information	Phone	866-755-8593
	Email	support@whitesky.us
		Escalations
	Title	Support Technician: Lead
	Name	John McDaniel
LEVEL 1	Email	john@whiteskycommunications.com
	Name	Jim Cobb
	Email	jim@whiteskycommunications.com
	Name	Marissa Blazer
	Title	Support Manager
LEVEL 2	Phone - Office	866-755-8593 Ext.1005
	Phone - Mobile	205-614-2020
	Email	marissa@whiteskycommunications.com
	Name	Seth Hanna
	Title	Director of Information Technology and Support
LEVEL 3	Phone - Office	866-755-8593 Ext. 1013
	Phone - Mobile	218-830-0105
	Email	seth@whiteskycommunications.com
	Name	Aaron Lee
	Title	Sr. Vice President – Managed Services
LEVEL 4	Phone - Office	866-755-8593 Ext. 1026
	Phone - Mobile	334-722-0022
	Email	aaron@whiteskycommunications.com
	Name	Cory White
	Title	СТО
LEVEL 5	Phone - Office	866-755-8593 Ext. 1001
	Phone - Mobile	205-394-3939
	Email	cory@whiteskycommunications.com

ALABAMA A&M UNIVERSITY

INFORMATION TECHNOLOGY SERVICES

Room 305 Patton Hall 4900 Meridian St. Normal, Alabama 35762

Phone (256) 372-8211

(This proposal will not be accepted electronically or by facsimile. All proposals must be delivered to the above address.)

REQUEST FOR PROPOSAL

(NOT AN ORDER

			reject any or all bids. If substitutions are offered, give full particulars. This 20 @ 2:00 PM, CST
The Alabama A&M Usin the best interest of the	niversity reserves the right to acc ne University	ept or reject any or all proposal	s, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be
			osal for ervices - RFP# 01-2k20
of the	Alabama A&M Univ services described ab	ersity (AAMU) invite ove ("Proposals") in	es the submission of Proposals for the provision accordance with the specifications enclosed herewith.
regard	ing submission of Prod.maxwell@aamu.ed	oposals may be direc u	due date and time set forth above. Questions ted to AAMU via email @ damian.clarke@aamu.edu, an Clarke,CIO RFP# P001-2k20
We propose to furniswith a declaration th	sh the item(s) listed below at at no Alabama A&M Univer	prices quoted and guarantee sity employee has a financia	e safe delivery <u>F.O.B. delivered</u> and as specified. These prices are submitted all or beneficial interest in this transaction.
INVOICES WILL BE	PAID ACCORDING TO TEI	RMS BID	TIME REQUIRED FOR DELIVERY 90 DAYS
Whitesky Co	ommunications		TERMS_60 Month
	NAME OF FIRM		I ERIVIS
5710 Waterm	elon Road		PHONE 334-722-0022 FAX# 205-561-2108
Northport CITY	Alabama	35473 ZIP CODE	E-MAIL ADDRESS_ aaron@whitesky.us
			Christopher Aaron Lee

"Alabama A&M University does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age."

CHECK HERE IF YOU ATTACHED A COPY OF A VALID LICENSE.

PRINT AUTHORIZED REPRESENTATIVE NAME





Customer Information

Customer Name EIN

Customer Address City, State, Zip
Main Telephone Number Market

Contact Name Record ID

Email Address Proposal Type New

Whitesky Representative Term

Service Information

Site Name Technical On-Site No

Install Street Address City, State, Zip

Main Telephone Number Market
On-Site Contact Name Record ID

Account Representative Proposal Type New

Whitesky Representative Term

	Monthly	Install
Service Charges	\$	\$

Managed Voice Services	Quantity	Price Per	Installation	Monthly Charge
N/A	N/A	N/A	N/A	N/A

	Managed Data Services	Term	Speed	Installation	Monthly Charge
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Dedicated Internet Access

Managed Router

Notes

Service Information

This Proposal supersedes the existing Proposal or Service Schedule related to the location and customer. For Upsells, this Proposal only shows the additions or changes to the Services provided at the applicable service location. In all instances, the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by

Customer on the Effective Date, prior to Whitesky starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

Customer Name:

Address for service:

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Whitesky's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.



CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of ______ ("Effective Date") by and between _____ ("Customer") and the Whitesky legal entities providing the Services to Customer, as identified on Customer's bill ("Whitesky"). The Parties agree as follows:

- 1. Term and Renewal. This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the Term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew on a month-to-month basis. (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Whitesky shall have the option of continuing to provide such Services on a month to month basis, priced at Whitesky's then current monthly rates.
- 2. Charges for Services; Billing and Payment; Credits Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Whitesky's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Whitesky will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Whitesky may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Whitesky will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. Whitesky reserves the right to increase or decrease monthly recurring charges (MRCS) on at least 30 days' notice and other rates at any time. For Whitesky's business-grade local and long-distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is

without Services. Credits in any single month cannot exceed the MRCS for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Whitesky supported private network. Whitesky is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Whitesky including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN); (iv) During any period in which Whitesky or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Whitesky reserves the right to schedule maintenance and upgrades to the network 7days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Whitesky or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Whitesky's reasonable control.

- 3. Disputes. To dispute a bill, Customer must do so in good faith and deliver to Whitesky in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Whitesky may refuse to discuss issues through Customer's external representative.
- **4. Partial Payments**; Late Payments. Whitesky may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Whitesky has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Whitesky incurs as a result of collecting Customer's unpaid charges. If Whitesky does not receive full payment when due or does not receive payment in immediately available funds, Whitesky will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- 5. Credits and Deposits. Customer authorizes Whitesky to ask credit-reporting agencies for Customer's credit information. Whitesky may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Whitesky at its discretion may apply the deposit to any amount due and unpaid by Customer.
- 6. Services Location; Moves. Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Whitesky's network. Customer shall provide Whitesky with the correct address to obtain Services because Whitesky relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Whitesky if Customer's address changes, in which case Whitesky may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Whitesky to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Whitesky will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves
- 7. Whitesky-Provided and Owned Equipment. Any equipment installed by Whitesky on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Whitesky. Equipment shall remain in good condition, less normal wear and tear. Whitesky shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Whitesky for the cost of any necessary repairs. Customer shall provide Whitesky reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Whitesky does not have access to Customer's premises within 30 days after Customer terminates with Whitesky, Customer shall reimburse Whitesky for the full purchase price of the equipment as well as any attorney's fees and costs.
- **8.** Disconnection of Current Provider; Special Construction; Third Party Charges. Customer is solely responsible for disconnecting Services with its current service provider. Whitesky is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Whitesky or a third-party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Whitesky specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Whitesky shall have no responsibility for maintenance or repair of same.
- **9. Internet.** Whitesky cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.
- 10. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH Whitesky, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE. PRIOR TO USING THE RELEVANT SERVICES. Whitesky may cancel Google Services at any time on 30 days' notice and, at Whitesky's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Whitesky or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.

- 11. American Recovery and Reinvestment Act (ARRA). Customer must notify Whitesky of all restrictions, requirements and reporting obligations to which Whitesky could become subject pursuant to the ARRA before Whitesky provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Whitesky's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Whitesky of ARRA or stimulus funding or if Whitesky does not consent to the use of such funding, then Whitesky has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Whitesky.
- 12. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS"); (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" AND THE "PRIVACY POLICY" AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Whitesky employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Whitesky also may execute this Agreement via a verifiable electronic signature.
- 13. Termination. Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Whitesky may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Whitesky's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Whitesky set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Whitesky is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DSO/DSO equivalent), Whitesky may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Whitesky's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/ or (z) void any applicable price guarantee. Whitesky may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services. Whitesky shall verify the availability of facilities, and in the event that Whitesky determines in its sole discretion that facilities are not economically or technically feasible, Whitesky has the right to terminate this Agreement without liability.

14. Effect of Termination.

- a. <u>Pre-Installation</u>- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Whitesky a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Whitesky's costs to other providers are greater than this amount, Customer shall also reimburse Whitesky for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Whitesky to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.
- b. Post-Installation- CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF Whitesky'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO Whitesky AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCS MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY Whitesky, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY Whitesky TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in

lieu of the Liquidated Damages set forth above. If Customer's Proposal does not includes MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Whitesky to the unbundled service rates.

- 15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES PROVISIONS, "Whitesky" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF Whitesky RESELLS SERVICES. Whitesky'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCS DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, Whitesky'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL Whitesky BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND Whitesky'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT Whitesky'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. Whitesky IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO Whitesky'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN Whitesky NOTIFIES CUSTOMER OF **INCREASED USAGE.**
- 16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY Whitesky'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
- 17. Emergency. Critical Lines. <u>CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY.</u>
 Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.
- **18.** Confidentiality. Except when this Agreement is required to be filed with a governmental authority, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Whitesky that are negotiating with Customer in order to execute this Agreement.
- **19. Telephone Numbers:** In no event shall Whitesky be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.
- **20. Miscellaneous.** (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Whitesky at:

or at such other address provided to the other party. CUSTOMER AGREES THAT Whitesky MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING Whitesky'S SERVICES; (b) Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Whitesky with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Whitesky's advance written consent; Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival:

Sections 14 through 20 survive after this Agreement ends.; (i) <u>Handwritten Changes</u>: Handwritten changes are not binding on either party; (j) <u>Use of Products in U.S.</u>: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Whitesky's request, Customer shall sign written assurances and other export-related documents as may be required for Whitesky to comply with U.S. export regulations; (k) <u>Representation on Authority of Parties/Signatories</u>: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

For Dynamic IP Services Only:

Customer represents and warranties that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Whitesky Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location.

Customer agrees to indemnify and hold Whitesky harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Whitesky's dynamic IP service.

For Managed CPE Firewall Services Only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Whitesky the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Whitesky are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Whitesky of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Whitesky to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Whitesky with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Whitesky and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Whitesky and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Whitesky and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Whitesky and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

For Private IP VPN Services only:

Encryption. For the IPSec Private IP-VPN Managed solution, Whitesky shall provision and maintain the IPSec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Whitesky any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions). IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

	Whitesky Communications
Ву:	Ву:
Name:	Name:
Title:	Title:



CITY OF TUSCALOOSA

BUSINESS LICENSE

EXPIRES DECEMBER 31, 2020



THIS LICENSE IS NOT TRANSFERABLE
OWNERSHIP CHANGE REQUIRES NEW LICENSE
LOCATION CHANGE REQUIRES APPROVAL

ACCOUNT ID: 104529 ISSUE NO: 7673 ISSUE DATE: 05/19/2020

2020

NAICS: 517212

CATEGORY: TELECOMMUNICATIONS

TYPE: CELLULAR & OTHER WIRELESS

WHITESKY COMMUNICATIONS LLC

5710 WATERMELON RD SUITE 316

NORTHPORT, AL 35473

LICENSED LOCATION: 5710 WATERMELON RD

SUITE 316

NORTHPORT, AL 35473

SUSAN F. SNOWDEN CHIEF FINANCIAL OFFICER

> WALTER MADDOX MAYOR

RENEW BEFORE FEBRUARY 15th, 2021 TO AVOID PENALTIES

BUSINESS COPY / BUSINESS LICENSE RECEIPT

PLEASE POST TOP PORTION IN A VISIBLE LOCATION CITY OF TUSCALOOSA

ACCOUNTING AND FINANCE DEPARTMENT

REVENUE DIVISION

P O BOX 2089

TUSCALOOSA, AL 35403

PHONE: (205) 248-5200 FAX: 205-349-0180

www.tuscaloosa.com

BUSINESS: WHITESKY COMMUNICATIONS LLC

5710 WATERMELON RD

SUITE 316

NORTHPORT, AL 35473

NAICS: 517212

CATEGORY: |TELECOMMUNICATIONS

TYPE: CELLULAR & OTHER WIRELESS

ACCOUNT ID: 104529

ISSUE NO: 7673

ISSUED BY: MLC

ISSUE DATE: 05/19/2020

AMOUNT: 613.37

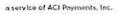
SUB TOTAL: 613.37

ISSUE FEE: 12.00

AMOUNT PAID: 625.37

This is a "printer friendly" page. Please use the "print" option in your browser to print this screen.







Tuscaloosa, City of, AL

Revenue POS

Confirmation Number:

01187G

Payment Date:

Tuesday, May 19, 2020

Payment Time:

10:40AM CT

Payer Information

Bill Number:

194569

Bill Type:

business license

User ID:

MC

Comments:

104529

Card Information

Card Type:

Visa

Card Number:

**********7568

Card Verification

Number:

Payment Information

Payment Type:

Revenue POS

Payment Amount:

\$625.37

Convenience Fee:

\$15.63

Total Payment:

\$641.00

RIGHT TO REFUND

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if ACI Payments, Inc. does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.

If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to ACI Payments, Inc. at 6060 Coventry Drive, Elkhorn, NE 68022. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to section 2102 of the California Financial Code.

Thank you for using ACI Payments, Inc. If you have a question regarding your payment, please call us toll free at 1-800-487-4567. To make payments in the future, please visit our website at www.officialpayments.com.



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