



GTA Direct

**Master Services Agreement
for
GTA Direct Services**

Between

Georgia Technology Authority

And

HARGRAY OF GEORGIA INC.



GTA Direct

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MASTER SERVICES AGREEMENT for GTA Direct Services

This **Master Services Agreement for GTA Direct Services** (including all exhibits and attachments hereto, this “**Master Services Agreement**” or “**MSA**”), dated as of **September 10, 2020** (the “**Effective Date**”), is made by and between the **Georgia Technology Authority (“GTA”)**, whose principal place of business is located at 47 Trinity Avenue, Atlanta, **Hargray of Georgia, Inc.**, a South Carolina corporation, whose principal place of business is located at **870 William Hilton Parkway, Building C, Hilton Head Island, SC 29928**, (**Service Provider**) collectively, the “**Parties**”).

1. Background and Introduction.

GTA is entering into this MSA as part of its “**GTA Direct Program**”. This program facilitates the accelerated procurement of services by allowing eligible entities to contract directly with the qualified service providers rather than with GTA. In addition to establishing the GTA Direct Program and confirming each service provider's continuing qualification thereunder, GTA will provide governance over the contracts to monitor conformance to the MSA's scope and terms.

1.1 Framework.

- (a) **Customers under GTA Direct Program.** A “**Customer**” may be any state or local government body or entity within the State of Georgia. GTA may publish from time to time eligibility requirements for organizations to be Customers participating in the GTA Direct Program. As part of GTA's governance role described above, GTA may discuss with Customers the status of this MSA and Service Provider's general performance under the GTA Direct Program.
- (b) **Master Services Agreement.** This MSA sets forth terms and conditions between GTA and Service Provider with respect to services that may be provided by Service Provider to Customers under the GTA Direct Program.
- (c) **Customer Purchase Agreements.** A Customer may purchase from Service Provider the services described in **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** through an agreement between such Customer and Service Provider under this MSA (each, a “**Customer Purchase Agreement**”). **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** may be updated or replaced by mutual written agreement of the Parties. For clarity, such changes will not impact any Customer Purchase Agreements then in effect (except to the extent the Customer and Service Provider mutually agree to amend their agreement to implement any such changes).
- (d) A form of a Customer Purchase Agreement is set forth in **Exhibit 3 (Form of Customer Purchase Agreement)**. This is a standard agreement to be proposed by Service Provider and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Service Provider, including corresponding service levels and pricing. Service

Provider is required to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this agreement with other terms and conditions. Service Provider and Customers may negotiate changes to this agreement for specific sales transactions, but Service Provider must obtain GTA approval for the changes.

- (e) **Change Orders.** After execution of a Customer Purchase Agreement, Service Provider and the applicable Customer may add, remove or change services from those available under **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** to such agreement by executing a change order, the form of which will be provided by Service Provider.
- (f) **Customer Participation Acknowledgement; Customer Responsibility.** As a precondition to the effectiveness of any Customer Purchase Agreement, Service Provider shall obtain from the Customer and deliver to GTA an executed Customer Participation Acknowledgement in the form of **Attachment A (Form of Customer Participation Acknowledgement)** to **Exhibit 3 (Form of Customer Purchase Agreement)** hereto (the “**Customer Participation Acknowledgement**”). Service Provider agrees that the Customer executing a Customer Purchase Agreement shall be acting solely on its own behalf and that neither GTA nor any other entity, including any other Customer, shall be liable under or with respect to such Customer Purchase Agreement or any of the executing Customer’s (or Service Provider’s) obligations in connection therewith.

1.2 MSA Attachments.

This MSA includes each of the following attachments, each of which is incorporated into this MSA by this reference.

Exhibit 1	Catalogue of Services, Service Levels, Pricing
Exhibit 2	Governance
Exhibit 3	Form of Customer Purchase Agreement
	Attachment A Form of Customer Participation Acknowledgement
	Attachment B Insurance
Exhibit 4	E-Verify Affidavit Service Provider
Exhibit 5	E-Verify Affidavit Subcontractor
Exhibit 6	Drug-Free Workplace Affidavit
Exhibit 7	Automated Clearing House (ACH) Authorization
Exhibit 8	Administrative Documents
	Attachment A Certificate of Insurance
	Attachment B Taxpayer Identification
	Attachment C Georgia Department of Revenue Tax Lien Certification
	Attachment D Service Provider Affirmations – Scrutinized Companies

2. MSA Term and Termination.

2.1 Term.

The term of this MSA shall begin on the Effective Date and shall expire June 30, 2023, unless earlier terminated by GTA in accordance with this MSA.

2.2 Renewal.

No later than sixty (60) days prior to the end of the then current term, GTA may renew this MSA by providing written notice to Service Provider. GTA shall have four (4) such consecutive renewal options, each for up to twelve (12) months at GTA's sole discretion.

2.3 Termination by GTA for Cause.

GTA has the right to terminate this MSA for cause, in whole or in part, if:

- (a) Service Provider breaches or is in default of any material obligation of this MSA, which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after Service Provider's receipt of notice of such default (or such additional cure period as GTA may authorize);
- (b) Service Provider suspends or terminates its operation of business, becomes subject to any bankruptcy or insolvency proceeding under federal or state law, or becomes unable to pay its obligations as they accrue; or
- (c) (i) Service Provider is debarred or suspended from performing services on any public contracts; (ii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason; (iii) Service Provider fails to comply with confidentiality laws or provisions; or (iv) Service Provider furnished any statement, representation or certification in connection with this MSA or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

2.4 Termination for Convenience.

GTA has the right to terminate this MSA for convenience upon thirty (30) days' prior written notice to Service Provider, at no cost or penalty to GTA.

2.5 Return of Property.

Upon termination of this MSA (or, if later, any applicable Customer Purchase Agreement), each Party shall cease using and promptly return to the other Party (or destroy) all papers, materials and other property of the other Party then in its possession and applicable to this MSA; provided, however, GTA shall be entitled to retain materials associated with any continuing Customer Purchase Agreement and appropriate archival materials associated with the GTA Direct Program, including materials related to Service Provider.

2.6 Effect of Termination.

No new Customer Purchase Agreement may be executed after the termination or expiration of this MSA. However, the termination or expiration of this MSA shall not cause the termination or expiration of any Customer Purchase Agreement, which shall continue in force and effect (and the provisions of this MSA will be deemed to remain in effect with respect to such Customer Purchase Agreement) until such Customer Purchase Agreement terminates or expires in accordance with its terms; provided, however, that no new Change Orders may be executed under such Customer Purchase Agreement unless expressly approved by GTA in writing. For the avoidance of doubt, unless GTA has

stipulated that this MSA will terminate with respect to any outstanding Customer Purchase Agreement, the Fee will remain due for any Customer Purchase Agreement that survives the termination or expiration of this MSA.

3. Fee.

3.1 General.

Service Provider agrees to remit to GTA a quarterly fee as specified in this Section (the “**Fee**”) for administrative services performed by GTA with respect to this MSA. Service Provider further acknowledges that its charges under the Customer Purchase Agreements shall be sufficient to compensate Service Provider for its performance of the services and its obligation to pay the Fee to GTA. As such, Service Provider has factored the Fee into its pricing for the Customer Purchase Agreements and shall not separately itemize, invoice or charge any Customer for payment or reimbursement of all or any portion of the Fee.

3.2 Calculation and Payment of Fee.

The amount of the Fee shall equal two and one half percent (2.5%) of revenue sold through its contracts by Service Provider to Customers under all Customer Purchase Agreements in the aggregate during the applicable calendar quarter (excluding sales taxes and adjusted for applicable credits or refunds). Service Provider must pay to GTA the Fee with respect to each calendar quarter on or before the last day of the month immediately following the end of such quarter (the “**Latest Fee Payment Date**”), as follows:

Calendar Quarter During Which Work Performed	Months	Latest Fee Payment Date
Quarter 1	January 1 – March 31	April 30
Quarter 2	April 1 – June 30	July 31
Quarter 3	July 1 – September 30	October 31
Quarter 4	October 1 – December 31	January 31

Fee payments shall be submitted to GTA by Automatic Clearing House (ACH), for receipt not later than the Latest Fee Payment Date. Service Provider must complete and submit the form authorizing electronic payment, included as **Exhibit 7 (Automated Clearing House (ACH) Authorization)**, <https://sao.georgia.gov/teamworks/financials/vendor-payment-management>, as such instructions may be updated from time to time by GTA upon notice to Service Provider.

3.3 Services Usage and Aggregate Charges Report.

(a) Service Provider shall submit to GTA a report on the services usage and aggregate charges for each calendar quarter (the “**Services Usage and Aggregate Charges Report**”). Services Usage and Aggregate Charges Reports must be delivered to GTA no later than the Latest Fee Payment Date. Each Services Usage and Aggregate Charges Report shall reflect, at a minimum, the following information for the applicable calendar quarter:

(i) Service Provider’s name;

- (ii) MSA Contract Number;
 - (iii) applicable calendar quarter to which the Services Usage and Aggregate Charges Report relates;
 - (iv) listing of all Customer Purchase Agreements, by Customer name and Customer Purchase Agreement Effective Date; and
 - (v) total dollar amounts invoiced to and received (and receivable) from Customers (excluding sales taxes and adjusted for applicable credits or refunds) under all Customer Purchase Agreements during such quarter (separately stated by Customer Purchase Agreement and including aggregate total for all Customer Purchase Agreements).
- (b) Service Provider shall provide additional information in the Services Usage and Aggregate Charges Reports, as reasonably requested by GTA (including in requested formats). In addition, Service Provider shall promptly respond to GTA questions and requests for supplemental information associated with any Services Usage and Aggregate Charges Report, and shall meet with GTA upon request to discuss the GTA Direct Program, including the services and Customers' satisfaction therewith, and issues, concerns and opportunities.

4. Taxes.

Each Party is responsible for payment of any taxes imposed upon it in connection with or related to this MSA.

5. Confidential Information.

- (a) Each Party (as the “**disclosing Party**”) acknowledges that, in connection with this MSA, it may be necessary to disclose to the other Party certain information relating to the disclosing Party or its business or operations (including that of its customers or other third parties with which it deals) which it maintains in a confidential manner, whether provided to the other Party in writing or otherwise, and which may include analyses, compilations, reports and other materials (“**Confidential Information**”). Each Party agrees that it will not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Service Provider or GTA to perform its obligations or exercise its rights or receive the intended benefits under or related to this MSA, as the case may be, and who have executed a nondisclosure agreement or are otherwise bound to enforceable obligations, in each case consistent with the provisions hereof.

- (b) Neither Party will have any obligation of confidentiality with respect to information that: (i) is or becomes (through no improper action or inaction of the receiving Party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving Party to have been in its possession or known by it prior to receipt under this MSA; (iii) is rightfully disclosed to the receiving Party by a third party without restriction; (iv) is disclosed by the receiving Party with the written approval of the disclosing Party; (v) is developed independently by the receiving Party; or (vi) is obligated to be disclosed by applicable law, including order of a court of competent jurisdiction.
- (c) Notwithstanding the foregoing, GTA's obligations hereunder may be subject to the provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), as it may be amended from time to time.
- (d) Promptly following written request of the disclosing Party, the receiving Party shall return or destroy the disclosing Party's specified Confidential Information and certify that it has done so.

6. Indemnification and Infringement.

6.1 Indemnification by Service Provider.

At GTA's request, Service Provider will, at Service Provider's expense, indemnify, defend and hold harmless the State of Georgia, its agencies, departments, authorities and instrumentalities (including GTA), and their respective officers, directors, employees and agents (hereinafter collectively referred to as "**Indemnitees**"), from any and all demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General or other involved agency, office or party, as permitted herein) (collectively, "**Losses**") incurred in connection with any third party claim, suit or demand to the extent arising from or based on any of the following: (a) any breach of this MSA by Service Provider; (b) Service Provider's violation of any applicable law, rule or regulation; (c) Service Provider's damage to or destruction of tangible or real property; (d) injury to personnel (including death) caused by Service Provider; or (e) Service Provider's services, deliverables or other obligations or materials provided under or related to any Customer Purchase Agreement, including any aspect of the engagement or employment by Service Provider or its subcontractors of its or their personnel, or the termination of such employment or engagement (including claims related to non-payment of wages, discrimination/harassment, unemployment or workers' compensation benefits, employee benefits, and any other claims concerning the terms and conditions of employment under any federal, state or local law governing employment).

6.2 Indemnification Procedures.

- (a) **Notice.** Promptly after receipt by an Indemnitee of notice of the commencement or threatened commencement of any action, proceeding or other claim by a third party involving a claim in respect of which the Indemnitee may seek indemnification pursuant to the above, the Indemnitee will notify Service Provider of such claim in writing and provide to Service Provider all reasonably available information requested. No failure to so notify Service Provider will relieve it of its obligations under this **Section 6 (Indemnification)** except to the extent that it can

demonstrate damages or prejudice attributable to such failure. Within thirty (30) days following receipt of notice and such reasonably available information from the Indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due (the applicable period referred to herein as the “**Notice Period**”), Service Provider will notify the Indemnitee in writing if Service Provider assumes responsibility to indemnify, defend and hold harmless the Indemnitee and elects to be involved in the defense and settlement of that claim (an “**Notice of Election**”). Service Provider will be responsible for all Losses related to such claim if Service Provider is obligated to indemnify the Indemnitee.

- (b) **Procedure Following Notice of Election.** If Service Provider delivers a Notice of Election relating to any claim within the required Notice Period, Service Provider will be involved in the defense and settlement of such claim; provided, however, that (1) the Indemnitee will be entitled to participate in the defense of such claim at its own expense and the Office of the Attorney General of the State of Georgia will represent and defend the Indemnitee, and (2) Service Provider will obtain the prior written approval of the Indemnitee and the Georgia Attorney General before entering into any settlement of such claim or ceasing to defend against such claim.
- (c) **Procedure Where No Notice of Election Is Delivered.** If Service Provider does not deliver a Notice of Election relating to any claim within the required Notice Period or otherwise comply with its obligation to defend hereunder, the Indemnitee, represented by the Office of the Attorney General of the State of Georgia (or other arrangement allowed by law), may proceed to defend the claim in such manner as it may reasonably deem appropriate, at the cost and expense of Service Provider. Service Provider will promptly reimburse the Indemnitee for all applicable Losses related to such claim. In such case, the Indemnitee represented by the Attorney General of the State of Georgia (or other party as applicable) may settle any such claim without the consent of Service Provider. If it is determined that Service Provider failed to defend a claim for which it was liable, Service Provider will not be entitled to challenge the amount of any settlement or compromise paid by the Indemnitee.
- (d) Service Provider’s obligation to indemnify any Indemnitee will survive the expiration or termination of this MSA by either Party for any reason.

6.3 Infringement by GTA.

In the event GTA infringes upon or misappropriates the intellectual property of Service Provider with respect to any item used by Service Provider to provide the Services or which is provided by Service Provider to GTA under this MSA, GTA will, without limiting any other rights and remedies Service Provider may have under this MSA, and at law or equity, be liable for any costs and expenses, including reasonable attorneys’ fees, incurred by Service Provider as a result of such infringement or misappropriation.

7. Independent Contractor; Contractor Personnel.

7.1 Independent Contractor.

In its relationships with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Service Provider agrees that it is an independent contractor. Service Provider shall have the sole right to manage, control and direct the method, manner and means by which its services are performed. Service Provider shall be responsible for compliance with all applicable laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Service Provider nor any of its agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This MSA shall not be construed so as to create a partnership or joint venture between Service Provider and GTA or the State of Georgia. Service Provider shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

7.2 Trading with State Employees.

The Parties certify that this MSA does not and will not violate the provisions of Georgia's code of ethics and conflicts of interest statutes set forth in O.C.G.A. § 45-10-20, et seq., in any respect. Service Provider agrees not to employ any individual whose employment would result in a violation of such law.

7.3 Drug-Free Work Place.

- (a) Service Provider represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Service Provider personnel shall be subject to such policies.
- (b) Service Provider will obtain from any subcontractor hired to perform services for this MSA the following written certification: "As part of the subcontracting agreement with Service Provider, (subcontractor's name) certifies to Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this agreement pursuant to paragraph eight (8) of subsection (b) of O.C.G.A. § 50-24-3." Service Provider will provide GTA with a copy of each such certification as soon as practicable. Service Provider may be suspended, terminated, or debarred if it is determined that Service Provider has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

8. Compliance with Laws.

- (a) Each Party shall perform its obligations under this MSA in accordance with all applicable federal, state and local laws, rules and regulations. Service Provider shall obtain and maintain, and shall cause its subcontractor to obtain and maintain all approvals, permissions, permits, professional licenses, and other documentation required to comply with all applicable laws, rules or regulations.

- (b) Service Provider certifies that neither Service Provider nor any of its subcontractors have been debarred, suspended or declared ineligible by any entities of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Service Provider immediately shall notify GTA if Service Provider or any of its subcontractors become debarred by the State of Georgia or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

9. Non-exclusivity.

This MSA is entered into solely for the convenience of GTA and the State of Georgia, and in no way precludes GTA or the State of Georgia from obtaining or arranging like goods and services from other suppliers.

10. Vendor Lobbyist Certification.

Service Provider hereby certifies that, as of the Effective Date, any lobbyist employed by Service Provider to lobby within the State of Georgia has registered with the Georgia Government Transparency and Campaign Finance Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This MSA may be declared void at GTA's sole discretion, if it is determined that Service Provider has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order or other applicable law.

11. Immigration and Security.

Service Provider hereby certifies that it complies with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90. The e-Verify Certificate form attached hereto as **Exhibit 4 (E-Verify Affidavit – Service Provider)** shall be completed by Service Provider and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA. Further, the e-Verify Certificate form attached hereto as **Exhibit 5 (E-Verify Affidavit – Subcontractor)** shall be completed by any subcontractors employed for delivery of services under this MSA or any Customer Purchase Agreement and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA.

12. Incorporation of Anti-BDS (Boycott, Divestment and Sanctions Campaign against Israel) Legislation.

Service Provider certifies that Service Provider is not currently engaged in, and agrees for the duration of this MSA not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

13. Miscellaneous.

13.1 Assignment and Delegation.

Unless GTA gives its prior written consent (such consent not to be unreasonably withheld), Service Provider shall not assign any of its rights or delegate the performance of any of its duties under this MSA, regardless of whether such assignment or delegation is voluntary or involuntary, and whether it is by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment or delegation by Service Provider without such consent shall be null and void.

13.2 Amendments.

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this MSA to provide for the orderly implementation of all undertakings described herein, and the Parties agree to cooperate in good faith in connection with such amendments if and as necessary; provided, however, no change or modification or other amendment to this MSA shall be valid unless the same is reduced to writing and signed by both Parties.

13.3 Headings.

The headings in this MSA have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this MSA.

13.4 Waiver.

The Parties may waive a provision of this MSA only by a writing executed by the Party or Parties against which the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this MSA, and no act, omission or course of dealing between the Parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing of a right under or provision of this MSA on one occasion shall be effective only for that instance and occasion and only for the purpose stated and a waiver once given is not to be construed as a waiver on any future occasion or against any other Party except as expressly provided in the applicable writing executed by the Party against which enforcement is sought.

13.5 Severability.

All provisions of this MSA are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. All provisions of this MSA will be construed in such a manner as to carry out the fullest intention of the Parties as is enforceable and valid.

13.6 Remedies.

No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law or in equity, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

13.7 Publicity.

Service Provider shall not release without GTA's prior written approval any publicity regarding this MSA, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Service Provider, identifying the State of Georgia or GTA; however, Service Provider may reference this MSA in proposals for other contracts, subject to reasonable confidentiality restrictions, without GTA's prior approval.

13.8 Applicable Law and Venue.

The laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles, govern all matters arising out of or relating to this MSA and the transactions it contemplates, including its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this MSA shall be brought in the Superior Court of Fulton County, Georgia.

13.9 No Liens.

Service Provider will not file, or by its action or inaction permit, any liens to be filed on or against property (including realty) of GTA. In the event that any such liens shall arise as a result of Service Provider's action or inaction, Service Provider shall promptly obtain a bond or otherwise undertake to fully and promptly satisfy such liens and remove or have such liens removed at its sole cost and expense within no more than ten (10) business days of such lien arising. If Service Provider fails to so satisfy and have removed any such lien, GTA may, in its sole discretion, pay the amount of such lien and deduct such amounts from payments due to Service Provider or, if no further payments are due, promptly recover such amount from Service Provider.

13.10 Notice.

Any notice required or permitted under this MSA shall be in writing sent to the addressee listed below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuant to this provision.

To GTA	To Service Provider
Georgia Technology Authority	Hargray of Georgia, Inc.
47 Trinity Avenue	870 William Hilton Parkway, Bldg. C
Atlanta, GA 30334-9006	Hilton Head Island, SC 29928
Attn: Contract Management	Attn: Eric Warren
Telephone: (404) 463-2300	843-686-1123
Fax: (404) 651-5333	843-686-1139

13.11 Counterparts.

The Parties may execute this MSA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as

executing and delivering this MSA in the presence of the other Party. No Party shall be bound by this MSA until all Parties have executed it.

13.12 Order of Precedence.

In the event of any conflict or inconsistency among the terms of the various documents that collectively comprise this MSA, then to the maximum extent that the conflicting or inconsistent terms can reasonably be interpreted so that such terms are consistent with and supplemental to one another and do not conflict with each other, such consistent, non-conflicting and supplemental interpretation shall prevail, in a manner that gives effect to all of such terms. Subject to the foregoing, any conflict or inconsistency in this MSA shall be resolved by giving precedence in the following order: (a) this MSA, excluding its Exhibits; (b) the Exhibits to this MSA (including **Exhibit 3 (Form of Customer Purchase Agreement)**) and (c) the Request for Proposal and response materials.

13.13 Entire Agreement.

This MSA constitutes the final and complete agreement between the Parties as of the Effective Date, and is the complete and exclusive expression of the Parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written. The provisions of this MSA may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MSA, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this MSA and the attachments incorporated herein. There are no conditions precedent to the effectiveness of this MSA, other than those expressly stated herein.

13.14 Survival.

Any provision of this MSA which contemplates performance or observance subsequent to any termination or expiration of this MSA shall survive any termination or expiration and continue in full force and effect. Additionally, all provisions of this MSA shall survive expiration or termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed therein.

13.15 Interpretation.

Unless the context requires otherwise, (a) "**including**" (and any of its derivative forms) means including but not limited to, (b) "**may**" means has the right, but not the obligation to do something, and "**may not**" means does not have the right to do something, and (c) "**will**" and "**shall**" are expressions of command, not merely expressions of future intent or expectation.

13.16 Further Assurances.

The Parties agree that they will execute and deliver such other instruments and documents, and take such other actions, as the other Party may reasonably request to evidence or effect the transactions contemplated by this MSA.

13.17 Protection of State Equipment.

A vital component of GTA’s mission is ensuring that any equipment or services procured and/or offered by GTA adequately protects the security of governmental/public sector data. GTA has previously relied on the John McCain National Defense Authorization Act, H.R. 5515 (<https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397>), which provided that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For similar reasons, GTA determined that suppliers utilizing equipment or services provided by these entities would be excluded from GTA contracts. At the present time, prospective suppliers are advised not to use Huawei or ZTE as components or sub-components in any of their offered technical solutions/catalogues. Lack of adherence may result in a range of actions available to GTA, up to and including disqualification/contract cancellation.

IN WITNESS WHEREOF, each Party has caused its authorized representative to execute this MSA as of the Effective Date.

GEORGIA TECHNOLOGY AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

HARGRAY OF GEORGIA, INC.

DocuSigned by:
By: Eric Warren

Name: Eric Warren

Title: VP/GM Commercial Service

Date: 9/11/2020 | 11:49:37 AM EDT

EXHIBIT C

GOVERNANCE TERMS

- 1.1 Governance.** This governance section describes certain obligations of the Supplier as a participating Supplier in GTA's Direct Network Services Program with respect to reporting, forecasting, coordination and other activities in support of GTA's overall governance to accurately govern the GTA Direct contract performance.

The objective of the activities described and contemplated in this governance is to promote the meeting of Customer objectives with respect to the services obtained under the GTA Network Services Program and to promote healthy relationships among GTA, Supplier and Customer. The Parties anticipate that the GTA Direct Network Services Program will evolve as new opportunities arise to enhance the program's goals and objectives.

GTA may identify and define from time to time certain governance, administration and performance monitoring, reviewing and reporting activities related to the Supplier, who shall participate in and support such activities in accordance with the reasonable requests and instructions of GTA as further described in this section.

Governance Reporting and Forecasting. In Accordance with the requirements provided by GTA, Supplier shall regularly provide GTA:

- A description of all Customer or prospective Customer requests for GTA Direct Network Services Program, including such requests that result in the preparation of a proposal or draft of a Customer Purchase Agreement;
- Copies of all Customer Purchase Agreements prepared for submission to and consideration by GTA that include Customer (or proposed Customer) contact info.;
- Volume/revenue reports on a quarterly basis, as defined in the Master Service Agreement "MSA" that also describe the mix of services being consumed by Customers; and
- High-level quarterly forecasts of anticipated new customers or contract growth. GTA does not expect providers to give extensive insight into their sales process. GTA simply requests directional insights into the health of each provider's contract.

Quarterly Business Reviews. Additionally, Supplier will participate in quarterly Business Planning meetings with GTA, to discuss performance and to address any issues or concerns Supplier may have.

Website Audits. The MSA includes a requirement for Suppliers to create and maintain dedicated webpages to publish information specific to their GTA contracts. GTA will periodically audit these websites to assure they conform to requirements.

Customer Purchase Agreements. GTA will require all Customer Purchase Agreements to be submitted for GTA to hold in a repository.

Customer Contact Information. GTA will require providers to submit and keep current the contact information for one customer decision-maker for each customer that signs an agreement under a GTA Direct contract. GTA is aware of Customer Protected Network Information (CPNI) regulations, and we are not asking providers to violate them. It is our understanding that providing a customer name, email address and phone number are not prohibited by CPNI. However, to mitigate any potential concerns, GTA is asking suppliers to obtain a Customer

EXHIBIT 2

GOVERNANCE TERMS

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GTA DIRECT NETWORK SERVICES
98000-00000-4666

Acknowledgement Form each time a customer buys from its contracts, which notifies customers that basic contact information will be provided to GTA. This requirement is so that GTA can have an audit trail of customers using our contracts and that we can, from time-to-time communicate about changes to our contracts.

Addressing Specific Customer Issues. Supplier will consult with and support the efficient and effective resolution of any service performance issues with Customers (and, as applicable, GTA, including as requested or directed by GTA), including issues that may be raised from time to time by such Customers (whether to Supplier directly or through GTA). In all such cases, Supplier's focus will be on resolving issues at the lowest possible escalation level and consistent with the approach set out below.

Interpretation of Provisions in Governance Section. The provisions in this Governance section are intended to set forth the principles upon which the GTA Direct Network Services Program will operate, but are not intended to alter the plain meaning of the MSA or Customer Purchase Agreements or to change the scope of the Parties' respective obligations thereunder. Without limiting the foregoing, GTA shall have no responsibility for the performance of Supplier or Customer under their respective Customer Purchase Agreements.

Fee for Administrative Services. Supplier agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Supplier to meet this obligation. Supplier shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

Supplier shall pay to GTA a Fee equal to two and a half percent (2.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul. – Sept. 2020 is due on or before Oct. 31, 2020).

Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, S.W., 6th Floor
Atlanta GA 30334
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

Supplier shall submit a report prepared and delivered to GTA that reflects any information requested by GTA to verify the amount due ("Usage Report") for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2020 is due on or before Oct. 31, 2020). Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:

- (a) Supplier's name

GTA DIRECT NETWORK SERVICES
98000-00000-4666

- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Supplier's check to GTA.

GTA may require the Supplier to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Supplier to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

All amounts that become payable by the Supplier to GTA under this Agreement shall, at GTA discretion, bear simple interest from the day due until paid unless paid within thirty (30) calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Supplier's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.

EXHIBIT 2

E-VERIFY AFFIDAVIT – SUB-CONTRACTOR

Hargray of Georgia Inc. does not utilize sub-contractors to provide service to its customers.

EXHIBIT 1
E-VERIFY AFFIDAVIT - SUPPLIER

Contractor Affidavit under O.C.G.A. 13-10-91 (b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Bryan County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number 157968

Hargray Communications Group, Inc. (and its affiliate Hargray of Georgia, Inc.)

Name of Contractor

Georgia Technology Authority

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June 10, 2020 in Beaufort South Carolina



Signature of Authorized Officer or Agent

Eric Warren

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF June, 2020.



NOTARY PUBLIC Date of Authorization

MY COMMISSION EXPIRES: Oct 10, 2026

Drug and Alcohol-Free Workplace Policy

Hargray has a vital interest in providing a healthy and productive work environment and in maintaining a workplace free from the influence of alcohol abuse and illegal drug use for its employees.

The illegal use of drugs and the abuse of alcohol on the job are inconsistent with the behavior expected of all persons. Employees who abuse alcohol and/or engage in illegal drug use on or off the job tend to be less productive, less stable, and prone to greater absenteeism. They also pose additional risks to the integrity of their work product and the safety of their coworkers.

All applicants receiving an offer of employment from Hargray will be employed conditional upon taking and passing a drug screen test through an off-site test administrator. If the applicant tests positive for illegal use of drugs, or refuses to take the test, any offer of employment may be rescinded.

All employees will be required to submit to screening tests, and appropriate confirmatory tests through an off-site test administrator, to determine illegal drug use, and/or alcohol impairment or levels:

1. Where, in the opinion of the employee's supervisor or another member of management, there is reasonable suspicion to believe the employee is under the influence of alcohol, or has used illegal drugs;
2. Upon random selection for testing;
3. Whenever an employee sustains a workplace injury or is involved in a vehicle accident during the normal course of their workday; or
4. Whenever it appears that an employee may have contributed in any way to an accident involving a fatality, serious bodily injury, or substantial damage to property.

Drug testing must be completed immediately but no later than within twenty-four (24) hours of the time of the random selection, accident, injury, or reasonable suspicion; and alcohol testing must be completed immediately but no later than two (2) hours of such time.

Prior to testing, applicants and employees must sign an approval form consenting to testing and to the release of the test results to Hargray. Any employee who tests positive for alcohol or illegal drugs, or refuses to cooperate, may be subject to disciplinary action up to and including termination.

Employees who take prescription medicine, in compliance with medical instructions, should not be concerned about the effect of medications on test results. Testing procedures include eliminating false positives through pre-test interviews and post-test explanation opportunities. However, the unauthorized or improper use of prescription medicines is strictly prohibited and may produce a positive test result.

Discipline for violations of the following may include any form of discipline up to and including immediate termination:

1. Employees may not use, possess, dispense, unlawfully manufacture, distribute, or be under the influence of alcohol or illegal drugs at work, or on the premises of Hargray, or on the premises of any customer, or in any vehicle owned by, or being used in the business of Hargray;
2. Switching or adulterating any urine sample submitted for testing;
3. Refusal to consent to testing or refusal to submit a breath or urine sample for alcohol or drug testing.

Hargray may impose discipline up to and including termination if an employee has been convicted of any violation of a criminal drug statute, or driving under the influence of alcohol or drugs, or has been involved in drug-related misconduct. Employees who have been convicted of, or plead no contest to a violation of any criminal drug statute, or driving under the influence of alcohol or drugs, must notify the Human Resources Department immediately but no later than five (5) days of such conviction or plea. Failure to notify the Company may subject the employee to disciplinary action up to and including termination.

Hargray may conduct inspections and/or searches of any property owned or controlled by the Company, including, but not limited to desks, company vehicles, all business premises, or other property under the control of Hargray.

If an individual tests positive for alcohol and/or drugs, or engages in any other drug or alcohol violation, the employee may be subject to disciplinary action up to and including termination.

Assistance in Overcoming Drug or Alcohol Abuse Problems

Early recognition and treatment of alcohol or drug abuse are important for successful rehabilitation and for reduced workplace disruption. Hargray encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is solely the individual employee's responsibility.

Employees with personal alcohol or drug abuse problems may request assistance from Hargray, which may provide such assistance on a confidential basis and refer the employee for appropriate treatment and counseling services. If an employee voluntarily identifies himself/herself as having a drug or alcohol problem prior to any notice or action by Hargray, the employee may not be disciplined, and may be referred to a rehabilitation program. Hargray may grant such employee an unpaid leave of absence, unless other paid leave benefits may apply, in accordance with its leave of absence policies, if a leave is necessary for the rehabilitation program. The employee bears the cost of such programs, except that which may be covered by any applicable health insurance program.

A handwritten signature in black ink, consisting of a series of loops and curves, positioned in the lower-left area of the page.

EXHIBIT A
Supplier Affirmations
Scrutinized Companies – O.C.G.A. § 50-5-84

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company."

A **scrutinized company** is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

- I certify that my company is **NOT** a "scrutinized company."
 I certify that my company **IS** a "scrutinized company."
 I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFP in accordance with O.C.G.A. § 50-5-84.

Vendor Name: Hargray of Georgia Inc.

Contract Number: 98000-DIRNETSVC-RFP-4666-

Signed by: Eric Warren

Email: eric.warren@htc.hargray.com

APPENDIX E



TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS:

Please complete the following information:

1. Supplier Name: Hargray of Georgia Inc.
2. Physical Location Address: 870 C William Hilton Pkwy, Hilton Head Island SC 29910
3. Federal Identification Number (FEI): 57-1123840
4. Have you ever been registered in the State of Georgia? Yes
5. If so, please provide the following information, if applicable:
 - a. State Taxpayer Identification Number: 3112767-AL
 - b. Sales and Use Tax Number: 175-581778
 - c. Withholding Tax Number: 3112767-AL
6. What type of services will you perform? Telecommunication
7. Will you sell any tangible personal property or goods? No
8. Supplier's Affiliate's Name: Hargray Communications Group Inc.
 - a. FEI: 57-0812587
 - b. STI: 3112767
 - c. Sales and Use Tax Number: 175-581778
 - d. Withholding Tax: 3112767-AL

If there is more than one Affiliate, please attach a separate sheet listing the information above.

9. Person responsible for handling Supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - a. Name: Rachelle Etheridge
 - b. Phone Number: 843-341-1551
 - c. E-mail Address: rachelle.etheridge@htc.hargray.com

NOTICE TO SUPPLIERS:

In the event the Supplier is considered for contract award, the information provided in this form will be submitted by the State Entity to the Georgia Department of Revenue (DOR) for a determination as to whether the Supplier is a "prohibited source" (as defined by O.C.G.A §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

Search Results

ANNA GESEK
Cahill Gordon & Reindel
80 Pine Street
17th Floor
New York, NY 10005

Date: 02/05/2020
Order #: 73538301
Customer #: 502908
Reference 1: 31031-0243
Reference 2: --

Target Name: Hargray Communications Group, Inc.

Jurisdiction: Secretary of State, South Carolina

Search Type: State Tax Liens

Results: No Records Found

Searched Through: 01/27/2020

Searched: 10 Years

Search Type: UCC Lien

Results: See Attached Listing of Records Found

Searched Through: 01/29/2020

Searched: 5 Years

MICHAEL E. VIOLET
UCC Team 6
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
(800) 713-0755 EXT:3303
michael.violet@wolterskluwer.com

This report contains information compiled from sources which CT Corporation considers reliable but does not control. The information provided is not a certified record of the applicable jurisdiction unless otherwise indicated. CT Corporation does not (i) warrant or guarantee the accuracy, completion or timeliness of the information provided or (ii) accept any liability for delays, errors or omissions in the information provided. CT Corporation is not an insurer with regard to this information or these services. Under no circumstances shall CT Corporation be liable for any loss of underlying collateral or loss (or decreased priority) of security interest in connection with this information or these services. Any categorization of search results is provided for convenience only and is not to be construed as a legal opinion concerning the status of filings.

CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State SC, Secretary of State licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for that information.

This report reflects record effective through Jan.29, 2020.

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of SC, Secretary of State, Secretary of State UCC Debtor Name Search results performed on following

Search Key :

Name = Hargray Communications Group, Inc.

- 1. 170516-1448059 ORIGINAL filed on May. 16, 2017
expires on May. 16, 2022
Debtor HARGRAY COMMUNICATIONS GROUP, INC.
870-C WILLIAM HILTON PARKWAY
HILTON HEAD ISLAND, SC, 29928
SecuredParty CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
ELEVEN MADISON AVENUE
NEW YORK, NY, 10010
- 2. 180613-1533507 ORIGINAL filed on Jun. 13, 2018
expires on Jun. 13, 2023
Debtor HARGRAY COMMUNICATIONS GROUP INC
856 WILLIAM HILTON PKWY
HILTON HEAD ISLAND, SC, 29928-3423
SecuredParty CANON FINANCIAL SERVICES, INC.
158 GAITHER DRIVE
MT. LAUREL, NJ, 08054

[End of Report]

Search Results

ANNA GESEK
Cahill Gordon & Reindel
80 Pine Street
17th Floor
New York, NY 10005

Date: 02/05/2020
Order #: 73538301
Customer #: 502908
Reference 1: 31031-0243
Reference 2: --

Target Name: Hargray Communications Group, Inc.

Jurisdiction: Beaufort County, South Carolina

Search Type: Federal Tax Lien

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years
Office: Register of Deeds

Search Type: State Tax Lien

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years
Office: Register of Deeds

Search Type: Judgment Lien

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years
Office: Register of Deeds

Search Type: Litigation - Searched as Defendant

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years
Office: Circuit Court

Comments: As requested, results are limited to suits with judgments.

MICHAEL E. VIOLET
UCC Team 6
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
(800) 713-0755 EXT:3303
michael.violet@wolterskluwer.com

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Search Results

ANNA GESEK
Cahill Gordon & Reindel
80 Pine Street
17th Floor
New York, NY 10005

Date: 02/05/2020
Order #: 73538301
Customer #: 502908
Reference 1: 31031-0243
Reference 2: --

Target Name: Hargray Communications Group, Inc.

Jurisdiction: U.S. District Court, South Carolina District

Search Type: Federal Litigation - Searched as Defendant

Results: No Records Found

Searched Through: 01/29/2020

Searched: 10 Years

Office: g istrict Dourt of South
Darolina

Note: Cs reAustedqresults are li, ited to suits mith wdj , ents.

MICHAEL E. VIOLET
UCC Team 6
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
(800) 713-0755 EXT:3303
michael.violet@wolterskluwer.com

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3. Print or type.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hargray of Georgia, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 5986		
6 City, state, and ZIP code Hilton Head, SC 29938		
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	7	-	1	1	2	3	8	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Jan 07, 2020

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Search Results

ANNA GESEK
Cahill Gordon & Reindel
80 Pine Street
17th Floor
New York, NY 10005

Date: 02/05/2020
Order #: 73538301
Customer #: 502908
Reference 1: 31031-0243
Reference 2: --

Target Name: HARGRAY OF GEORGIA, INC.

Jurisdiction: Secretary of State, South Carolina

Search Type: State Tax Liens

Results: No Records Found

Searched Through: 01/27/2020

Searched: 10 Years

Search Type: UCC Lien

Results: See Attached Listing of Records Found

Searched Through: 01/29/2020

Searched: 5 Years

MICHAEL E. VIOLET
UCC Team 6
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
(800) 713-0755 EXT:3303
michael.violet@wolterskluwer.com

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CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State SC, Secretary of State licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for that information.

This report reflects record effective through Jan.29, 2020.

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of SC, Secretary of State, Secretary of State UCC Debtor Name Search results performed on following

Search Key :

Name = HARGRAY OF GEORGIA, INC.

- 1. 170516-1450133 ORIGINAL filed on May. 16, 2017
 expires on May. 16, 2022
 Debtor HARGRAY OF GEORGIA, INC.
 870-C WILLIAM HILTON PARKWAY
 HILTON HEAD ISLAND, SC, 29928
 SecuredParty CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
 ELEVEN MADISON AVENUE
 NEW YORK, NY, 10010

- 2. 170517-1128111 TRANSMISSION UTILITY filed on May. 17, 2017
 expires on
 Debtor HARGRAY OF GEORGIA, INC.
 870-C WILLIAM HILTON PARKWAY
 HILTON HEAD ISLAND, SC, 29928
 SecuredParty CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
 ELEVEN MADISON AVENUE
 NEW YORK, NY, 10010

[End of Report]

Search Results

ANNA GESEK
Cahill Gordon & Reindel
80 Pine Street
17th Floor
New York, NY 10005

Date: 02/05/2020
Order #: 73538301
Customer #: 502908
Reference 1: 31031-0243
Reference 2: --

Target Name: HARGRAY OF GEORGIA, INC.

Jurisdiction: Beaufort County, South Carolina

Search Type: Federal Tax Lien

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years

Office: Register of Deeds

Search Type: State Tax Lien

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years

Office: Register of Deeds

Search Type: Judgment Lien

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years

Office: Register of Deeds

Search Type: Litigation - Searched as Defendant

Results: No Records Found

Searched Through: 01/16/2020

Searched: 10 Years

Office: Circuit Court

Comments: As requested, results are limited to suits with judgments.

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Search Results

ANNA GESEK
Cahill Gordon & Reindel
80 Pine Street
17th Floor
New York, NY 10005

Date: 02/05/2020
Order #: 73538301
Customer #: 502908
Reference 1: 31031-0243
Reference 2: --

Target Name: HARGRAY OF GEORGIA, INC.

Jurisdiction: U.S. District Court, South Carolina District

Search Type: Federal Litigation - Searched as Defendant

Results: No Records Found

Searched Through: 01/29/2020

Searched: 10 Years

Office: g istrict Dourt of South
Darolina

Note: Cs reAustedqresults are li, ited to suits mith wdj , ents.

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APPENDIX F
MANDATORY REQUIREMENTS

DESCRIPTION	YES or NO
<p>Governance Requirements</p> <p>Bidder must acknowledge and agree to comply with all Governance Requirements detailed in Section 3.1 through Section 3.5 of this RFP.</p>	Yes
<p>Eligible Suppliers</p> <p>Bidder must agree that their company is an eligible Supplier as detailed in Section 3.2 of this RFP.</p>	Yes
<p>On-shore</p> <p>Bidder must agree to comply with the State requirement that all State Government data to be stored only on servers within the United States in order to reduce the jurisdictional and security concerns that attend offshore data storage.</p>	Yes
<p>Availability of staff</p> <p>Bidder must agree to provide a working team that is available to work during the State of Georgia's regular business hours, from 9am-5pm Eastern Standard Time, Monday through Friday</p>	Yes
<p>Data Protection</p> <p>Bidder must agree to provide secure engagement file storage and transfer capabilities for all engagement documents whereby 100% of all engagement data stays exclusively within the legal jurisdiction of the United States.</p>	Yes
<p>Description of Services</p> <p>Bidder must agree to provide and keep current the submitted rate card aligning with the referenced service categories and an Account Representative or Point of Contact. Selected Bidders must meet this requirement within thirty (30) days of award.</p>	Yes

Objective Third Party Bidders must not be a current service provider to GTA for operational or integration services. Service providers currently under contract with GTA, including but not limited to the Georgia Enterprise Technology Services (GETS) program or GTA Direct program, will not be considered. Additionally, Bidder must disclose any business relationships or financial arrangements with existing GTA Suppliers, both at the time of this bid and when submitting proposals for work after this RFP is awarded.	Yes
Master Service Agreement Bidder must agree to submit a signed Master Service Agreement that aligns with GTA's current business needs. GTA reserves the right, at its sole discretion, to eliminate a Bidder due to failed contract negotiations.	Yes

Hargray of Georgia Inc.
Legal Name of Supplier Company

870 C William Hilton Pkwy
Address

Hilton Head Island, SC 29928
City, State, Zip


Signature of Authorized Representative

Eric Warren
Printed Name of Authorized Representative

6/10/20
Title

APPENDIX D

E-VERIFY AFFIDAVIT

Supplier Name: Hargray Communications Group, Inc. (and its affiliate Hargray of Georgia, Inc.)

Address: 870 C. William Hilton Parkway, Hilton Head Island, SC 29928 Supplier Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned Supplier verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Technology Authority has registered with, is authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, as accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Supplier will continue to use the federal work authorization program throughout the contract period and the undersigned Supplier will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Supplier

with the information required by O.C.G.A. § 13-10-91(b). Supplier hereby attests that its federal work authorization user identification number and date of authorization are as follows:

157968
E-verify Number

10/13/2008
Date of Contract

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June 10, 2020 in Beaufort (city), SC (state).

Eric Warren
Signature of Authorized Officer or Agent

Eric Warren
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF June, 2020.

Pamela Keith
NOTARY PUBLIC

My Commission Expires: Oct. 10, 2026



AMENDMENT No. 1 TO
Master Services Agreement for GTA Direct Services
98000-GTA Direct-CONTRACT-1647-XXX

This Amendment No 1 is made this September 24, 2020, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **HARGRAY OF GEORGIA INC.** ("Service Provider").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective **SEPTEMBER 25, 2020** (the "Agreement"), with respect to certain services to be provided to GTA by Service Provider, as more particularly described therein.

WHEREAS the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Background and Introduction:** The content of 1.1 Framework described in literal (d) of this Master Service Agreement, is updated to reference "Customer Service Agreement" instead of "this agreement" and reads as follows:

(d) A form of a Customer Purchase Agreement is set forth in **Exhibit 3 (Form of Customer Purchase Agreement)**. This is a standard agreement to be proposed by Service Provider and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Service Provider, including corresponding service levels and pricing. Service Provider is required to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this agreement with other terms and conditions. Service Provider and Customers may negotiate changes to this Customer Purchase Agreement for specific sales transactions, but Service Provider must obtain GTA approval for the changes.

2. **Limitation of Liability:** The content of 13.3 Exclusions and Stipulations of this Master Service Agreement, is updated to reference "Customer Service Agreement" instead of the CAP term and reads as follows:

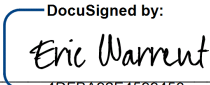
THE PROVISIONS ABOVE IN THIS SECTION 13 SHALL NOT APPLY TO: (A) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT; (B) LOSSES ARISING FROM A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); OR (C) LOSSES ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE. FURTHER, THE TO THE EXTENT THAT A CUSTOMER PURCHASE AGREEMENT CONTAINS REIMBURSEMENT OR INDEMNIFICATION OBLIGATIONS RELATED TO A SERVICE PROVIDER'S BREACH OF ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 13.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 13.2 ABOVE

- 3. **Definition:** All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

- 4. **Entire Agreement.** Except as expressly modified by this Amendment No.1, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 1 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS, WHEREOF, the parties have caused this Amendment No. 1 to be duly executed by their authorized representatives as of the date set forth above.

HARGRAY OF GEORGIA INC.

DocuSigned by:

 By: _____
4DFBA92E4599450...

Name: Eric warrent

Title: Vice President

Date: 9/25/2020 | 10:13:33 AM EDT

GEORGIA TECHNOLOGY AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

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MASTER SERVICES AGREEMENT for GTA Direct Services

This **Master Services Agreement for GTA Direct Services** (including all exhibits and attachments hereto, this “**Master Services Agreement**” or “**MSA**”), dated as **of September 25, 2020** (the “**Effective Date**”), is made by and between the **Georgia Technology Authority (“GTA”)**, whose principal place of business is located at 47 Trinity Avenue, Atlanta, **HARGRAY OF GEORGIA INC., a South Carolina** corporation, whose principal place of business is located at **located at 870 William Hilton Parkway, Building C, Hilton Head Island, SC 29928** (“**Service Provider**”)

(each, a “**Party**” and collectively, the “**Parties**”).

1. Background and Introduction.

GTA is entering into this MSA as part of its “**GTA Direct Program**”. This program facilitates the accelerated procurement of services by allowing eligible entities to contract directly with the qualified service providers rather than with GTA. In addition to establishing the GTA Direct Program and confirming each service provider's continuing qualification thereunder, GTA will provide governance over the contracts to monitor conformance to the MSA's scope and terms.

1.1 Framework.

- (a) **Customers under GTA Direct Program.** A “**Customer**” may be any state or local government body or entity within the State of Georgia. GTA may publish from time to time eligibility requirements for organizations to be Customers participating in the GTA Direct Program. As part of GTA's governance role described above, GTA may discuss with Customers the status of this MSA and Service Provider's general performance under the GTA Direct Program.
- (b) **Master Services Agreement.** This MSA sets forth terms and conditions between GTA and Service Provider with respect to services that may be provided by Service Provider to Customers under the GTA Direct Program.
- (c) **Customer Purchase Agreements.** A Customer may purchase from Service Provider the services described in **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** through an agreement between such Customer and Service Provider under this MSA (each, a “**Customer Purchase Agreement**”). **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** may be updated or replaced by mutual written agreement of the Parties. For clarity, such changes will not impact any Customer Purchase Agreements then in effect (except to the extent the Customer and Service Provider mutually agree to amend their agreement to implement any such changes).
- (d) A form of a Customer Purchase Agreement is set forth in **Exhibit 3 (Form of Customer Purchase Agreement)**. This is a standard agreement to be proposed by Service Provider and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Service Provider, including corresponding service levels and pricing. Service

Provider is required to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this agreement with other terms and conditions. Service Provider and Customers may negotiate changes to this agreement for specific sales transactions, but Service Provider must obtain GTA approval for the changes.

- (e) **Change Orders.** After execution of a Customer Purchase Agreement, Service Provider and the applicable Customer may add, remove or change services from those available under **Exhibit 1 (Catalogue of Services, Service Levels, Pricing)** to such agreement by executing a change order, the form of which will be provided by Service Provider.
- (f) **Customer Participation Acknowledgement; Customer Responsibility.** As a precondition to the effectiveness of any Customer Purchase Agreement, Service Provider shall obtain from the Customer and deliver to GTA an executed Customer Participation Acknowledgement in the form of **Attachment A (Form of Customer Participation Acknowledgement)** to **Exhibit 3 (Form of Customer Purchase Agreement)** hereto (the “**Customer Participation Acknowledgement**”). Service Provider agrees that the Customer executing a Customer Purchase Agreement shall be acting solely on its own behalf and that neither GTA nor any other entity, including any other Customer, shall be liable under or with respect to such Customer Purchase Agreement or any of the executing Customer’s (or Service Provider’s) obligations in connection therewith.

1.2 MSA Attachments.

This MSA includes each of the following attachments, each of which is incorporated into this MSA by this reference.

Exhibit 1	Catalogue of Services, Service Levels, Pricing
Exhibit 2	Governance
Exhibit 3	Form of Customer Purchase Agreement
	Attachment A Form of Customer Participation Acknowledgement
	Attachment B Insurance
Exhibit 4	E-Verify Affidavit Service Provider
Exhibit 5	E-Verify Affidavit Subcontractor
Exhibit 6	Drug-Free Workplace Affidavit
Exhibit 7	Automated Clearing House (ACH) Authorization
Exhibit 8	Administrative Documents
	Attachment A Certificate of Insurance
	Attachment B Taxpayer Identification
	Attachment C Georgia Department of Revenue Tax Lien Certification
	Attachment D Service Provider Affirmations – Scrutinized Companies

2. MSA Term and Termination.

2.1 Term.

The term of this MSA shall begin on the Effective Date and shall expire June 30, 2023, unless earlier terminated by GTA in accordance with this MSA.

2.2 Renewal.

No later than sixty (60) days prior to the end of the then current term, GTA may renew this MSA by providing written notice to Service Provider. GTA shall have four (4) such consecutive renewal options, each for up to twelve (12) months at GTA's sole discretion.

2.3 Termination by GTA for Cause.

GTA has the right to terminate this MSA for cause, in whole or in part, if:

- (a) Service Provider breaches or is in default of any material obligation of this MSA, which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after Service Provider's receipt of notice of such default (or such additional cure period as GTA may authorize);
- (b) Service Provider suspends or terminates its operation of business, becomes subject to any bankruptcy or insolvency proceeding under federal or state law, or becomes unable to pay its obligations as they accrue; or
- (c) (i) Service Provider is debarred or suspended from performing services on any public contracts; (ii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason; (iii) Service Provider fails to comply with confidentiality laws or provisions; or (iv) Service Provider furnished any statement, representation or certification in connection with this MSA or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

2.4 Termination for Convenience.

GTA has the right to terminate this MSA for convenience upon thirty (30) days' prior written notice to Service Provider, at no cost or penalty to GTA.

2.5 Return of Property.

Upon termination of this MSA (or, if later, any applicable Customer Purchase Agreement), each Party shall cease using and promptly return to the other Party (or destroy) all papers, materials and other property of the other Party then in its possession and applicable to this MSA; provided, however, GTA shall be entitled to retain materials associated with any continuing Customer Purchase Agreement and appropriate archival materials associated with the GTA Direct Program, including materials related to Service Provider.

2.6 Effect of Termination.

No new Customer Purchase Agreement may be executed after the termination or expiration of this MSA. However, the termination or expiration of this MSA shall not cause the termination or expiration of any Customer Purchase Agreement, which shall continue in force and effect (and the provisions of this MSA will be deemed to remain in effect with respect to such Customer Purchase Agreement) until such Customer Purchase Agreement terminates or expires in accordance with its terms; provided, however, that no new Change Orders may be executed under such Customer Purchase Agreement unless expressly approved by GTA in writing. For the avoidance of doubt, unless GTA has

stipulated that this MSA will terminate with respect to any outstanding Customer Purchase Agreement, the Fee will remain due for any Customer Purchase Agreement that survives the termination or expiration of this MSA.

3. Fee.

3.1 General.

Service Provider agrees to remit to GTA a quarterly fee as specified in this Section (the “**Fee**”) for administrative services performed by GTA with respect to this MSA. Service Provider further acknowledges that its charges under the Customer Purchase Agreements shall be sufficient to compensate Service Provider for its performance of the services and its obligation to pay the Fee to GTA. As such, Service Provider has factored the Fee into its pricing for the Customer Purchase Agreements and shall not separately itemize, invoice or charge any Customer for payment or reimbursement of all or any portion of the Fee.

3.2 Calculation and Payment of Fee.

The amount of the Fee shall equal two and one half percent (2.5%) of revenue sold through its contracts by Service Provider to Customers under all Customer Purchase Agreements in the aggregate during the applicable calendar quarter (excluding sales taxes and adjusted for applicable credits or refunds). Service Provider must pay to GTA the Fee with respect to each calendar quarter on or before the last day of the month immediately following the end of such quarter (the “**Latest Fee Payment Date**”), as follows:

Calendar Quarter During Which Work Performed	Months	Latest Fee Payment Date
Quarter 1	January 1 – March 31	April 30
Quarter 2	April 1 – June 30	July 31
Quarter 3	July 1 – September 30	October 31
Quarter 4	October 1 – December 31	January 31

Fee payments shall be submitted to GTA by Automatic Clearing House (ACH), for receipt not later than the Latest Fee Payment Date. Service Provider must complete and submit the form authorizing electronic payment, included as **Exhibit 7 (Automated Clearing House (ACH) Authorization)**, <https://sao.georgia.gov/teamworks/financials/vendor-payment-management>, as such instructions may be updated from time to time by GTA upon notice to Service Provider.

3.3 Services Usage and Aggregate Charges Report.

(a) Service Provider shall submit to GTA a report on the services usage and aggregate charges for each calendar quarter (the “**Services Usage and Aggregate Charges Report**”). Services Usage and Aggregate Charges Reports must be delivered to GTA no later than the Latest Fee Payment Date. Each Services Usage and Aggregate Charges Report shall reflect, at a minimum, the following information for the applicable calendar quarter:

- (i) Service Provider’s name;
- (ii) MSA Contract Number;

- (iii) applicable calendar quarter to which the Services Usage and Aggregate Charges Report relates;
 - (iv) listing of all Customer Purchase Agreements, by Customer name and Customer Purchase Agreement Effective Date; and
 - (v) total dollar amounts invoiced to and received (and receivable) from Customers (excluding sales taxes and adjusted for applicable credits or refunds) under all Customer Purchase Agreements during such quarter (separately stated by Customer Purchase Agreement and including aggregate total for all Customer Purchase Agreements).
- (b) Service Provider shall provide additional information in the Services Usage and Aggregate Charges Reports, as reasonably requested by GTA (including in requested formats). In addition, Service Provider shall promptly respond to GTA questions and requests for supplemental information associated with any Services Usage and Aggregate Charges Report, and shall meet with GTA upon request to discuss the GTA Direct Program, including the services and Customers' satisfaction therewith, and issues, concerns and opportunities.

4. Taxes.

Each Party is responsible for payment of any taxes imposed upon it in connection with or related to this MSA.

5. Confidential Information.

- (a) Each Party (as the “**disclosing Party**”) acknowledges that, in connection with this MSA, it may be necessary to disclose to the other Party certain information relating to the disclosing Party or its business or operations (including that of its customers or other third parties with which it deals) which it maintains in a confidential manner, whether provided to the other Party in writing or otherwise, and which may include analyses, compilations, reports and other materials (“**Confidential Information**”). Each Party agrees that it will not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Service Provider or GTA to perform its obligations or exercise its rights or receive the intended benefits under or related to this MSA, as the case may be, and who have executed a nondisclosure agreement or are otherwise bound to enforceable obligations, in each case consistent with the provisions hereof.

- (b) Neither Party will have any obligation of confidentiality with respect to information that: (i) is or becomes (through no improper action or inaction of the receiving Party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving Party to have been in its possession or known by it prior to receipt under this MSA; (iii) is rightfully disclosed to the receiving Party by a third party without restriction; (iv) is disclosed by the receiving Party with the written approval of the disclosing Party; (v) is developed independently by the receiving Party; or (vi) is obligated to be disclosed by applicable law, including order of a court of competent jurisdiction.
- (c) Notwithstanding the foregoing, GTA's obligations hereunder may be subject to the provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), as it may be amended from time to time.
- (d) Promptly following written request of the disclosing Party, the receiving Party shall return or destroy the disclosing Party's specified Confidential Information and certify that it has done so.

6. Indemnification and Infringement.

6.1 Indemnification by Service Provider.

At GTA's request, Service Provider will, at Service Provider's expense, indemnify, defend and hold harmless the State of Georgia, its agencies, departments, authorities and instrumentalities (including GTA), and their respective officers, directors, employees and agents (hereinafter collectively referred to as "**Indemnitees**"), from any and all demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General or other involved agency, office or party, as permitted herein) (collectively, "**Losses**") incurred in connection with any third party claim, suit or demand to the extent arising from or based on any of the following: (a) any breach of this MSA by Service Provider; (b) Service Provider's violation of any applicable law, rule or regulation; (c) Service Provider's damage to or destruction of tangible or real property; (d) injury to personnel (including death) caused by Service Provider; or (e) Service Provider's services, deliverables or other obligations or materials provided under or related to any Customer Purchase Agreement, including any aspect of the engagement or employment by Service Provider or its subcontractors of its or their personnel, or the termination of such employment or engagement (including claims related to non-payment of wages, discrimination/harassment, unemployment or workers' compensation benefits, employee benefits, and any other claims concerning the terms and conditions of employment under any federal, state or local law governing employment).

6.2 Indemnification Procedures.

- (a) **Notice.** Promptly after receipt by an Indemnitee of notice of the commencement or threatened commencement of any action, proceeding or other claim by a third party involving a claim in respect of which the Indemnitee may seek indemnification pursuant to the above, the Indemnitee will notify Service Provider of such claim in writing and provide to Service Provider all reasonably available information requested. No failure to so notify Service Provider will relieve it of its obligations under this **Section 6 (Indemnification)** except to the extent that it can demonstrate damages or prejudice attributable to such failure. Within thirty (30) days following receipt of notice and such reasonably available information from the

Indemnatee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due (the applicable period referred to herein as the “**Notice Period**”), Service Provider will notify the Indemnatee in writing if Service Provider assumes responsibility to indemnify, defend and hold harmless the Indemnatee and elects to be involved in the defense and settlement of that claim (an “**Notice of Election**”). Service Provider will be responsible for all Losses related to such claim if Service Provider is obligated to indemnify the Indemnatee.

- (b) **Procedure Following Notice of Election.** If Service Provider delivers a Notice of Election relating to any claim within the required Notice Period, Service Provider will be involved in the defense and settlement of such claim; provided, however, that (1) the Indemnatee will be entitled to participate in the defense of such claim at its own expense and the Office of the Attorney General of the State of Georgia will represent and defend the Indemnatee, and (2) Service Provider will obtain the prior written approval of the Indemnatee and the Georgia Attorney General before entering into any settlement of such claim or ceasing to defend against such claim.
- (c) **Procedure Where No Notice of Election Is Delivered.** If Service Provider does not deliver a Notice of Election relating to any claim within the required Notice Period or otherwise comply with its obligation to defend hereunder, the Indemnatee, represented by the Office of the Attorney General of the State of Georgia (or other arrangement allowed by law), may proceed to defend the claim in such manner as it may reasonably deem appropriate, at the cost and expense of Service Provider. Service Provider will promptly reimburse the Indemnatee for all applicable Losses related to such claim. In such case, the Indemnatee represented by the Attorney General of the State of Georgia (or other party as applicable) may settle any such claim without the consent of Service Provider. If it is determined that Service Provider failed to defend a claim for which it was liable, Service Provider will not be entitled to challenge the amount of any settlement or compromise paid by the Indemnatee.
- (d) Service Provider’s obligation to indemnify any Indemnatee will survive the expiration or termination of this MSA by either Party for any reason.

6.3 Infringement by GTA.

In the event GTA infringes upon or misappropriates the intellectual property of Service Provider with respect to any item used by Service Provider to provide the Services or which is provided by Service Provider to GTA under this MSA, GTA will, without limiting any other rights and remedies Service Provider may have under this MSA, and at law or equity, be liable for any costs and expenses, including reasonable attorneys’ fees, incurred by Service Provider as a result of such infringement or misappropriation.

7. Independent Contractor; Contractor Personnel.

7.1 Independent Contractor.

In its relationships with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Service Provider agrees that it is an independent contractor. Service Provider shall have the sole right to manage, control and direct the method, manner and means by which its services are performed. Service Provider shall be responsible for compliance with all applicable laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and

safety, working conditions, workers' compensation insurance, and payment of wages. Neither Service Provider nor any of its agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This MSA shall not be construed so as to create a partnership or joint venture between Service Provider and GTA or the State of Georgia. Service Provider shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

7.2 Trading with State Employees.

The Parties certify that this MSA does not and will not violate the provisions of Georgia's code of ethics and conflicts of interest statutes set forth in O.C.G.A. § 45-10-20, et seq., in any respect. Service Provider agrees not to employ any individual whose employment would result in a violation of such law.

7.3 Drug-Free Work Place.

- (a) Service Provider represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Service Provider personnel shall be subject to such policies.
- (b) Service Provider will obtain from any subcontractor hired to perform services for this MSA the following written certification: "As part of the subcontracting agreement with Service Provider, (subcontractor's name) certifies to Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this agreement pursuant to paragraph eight (8) of subsection (b) of O.C.G.A. § 50-24-3." Service Provider will provide GTA with a copy of each such certification as soon as practicable. Service Provider may be suspended, terminated, or debarred if it is determined that Service Provider has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

8. Compliance with Laws.

- (a) Each Party shall perform its obligations under this MSA in accordance with all applicable federal, state and local laws, rules and regulations. Service Provider shall obtain and maintain, and shall cause its subcontractor to obtain and maintain all approvals, permissions, permits, professional licenses, and other documentation required to comply with all applicable laws, rules or regulations.
- (b) Service Provider certifies that neither Service Provider nor any of its subcontractors have been debarred, suspended or declared ineligible by any entities of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Service Provider immediately shall notify GTA if Service Provider or any of its subcontractors become debarred by the State of Georgia or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

9. Non-exclusivity.

This MSA is entered into solely for the convenience of GTA and the State of Georgia, and in no way precludes GTA or the State of Georgia from obtaining or arranging like goods and services from other suppliers.

10. Vendor Lobbyist Certification.

Service Provider hereby certifies that, as of the Effective Date, any lobbyist employed by Service Provider to lobby within the State of Georgia has registered with the Georgia Government Transparency and Campaign Finance Commission and complied with the requirements of the Executive Order dated October 1, 2003 (“Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies”). This MSA may be declared void at GTA’s sole discretion, if it is determined that Service Provider has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order or other applicable law.

11. Immigration and Security.

Service Provider hereby certifies that it complies with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90. The e-Verify Certificate form attached hereto as **Exhibit 4 (E-Verify Affidavit – Service Provider)** shall be completed by Service Provider and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA. Further, the e-Verify Certificate form attached hereto as **Exhibit 5 (E-Verify Affidavit – Subcontractor)** shall be completed by any subcontractors employed for delivery of services under this MSA or any Customer Purchase Agreement and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA.

12. Incorporation of Anti-BDS (Boycott, Divestment and Sanctions Campaign against Israel) Legislation.

Service Provider certifies that Service Provider is not currently engaged in, and agrees for the duration of this MSA not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

13. Limitation of Liability.**13.1 Disclaimer of Certain Damages.**

NEITHER SERVICE PROVIDER NOR GTA SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS MASTER SERVICES AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Cap on Liability.

IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY UNDER THIS MASTER SERVICES AGREEMENT EXCEED THE AMOUNT OF THE CHARGES PAID OR PAYABLE BY SERVICE PROVIDER DURING THE TWENTY FOUR (24) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THAT IF THE EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, THE AMOUNT SHALL BE CALCULATED AS THE AMOUNT ANTICIPATED TO BE PAID BY SERVICE PROVIDER DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, OR TWENTY FOUR (24) TIMES THE AVERAGE

MONTHLY CHARGES THUS FAR, WHICHEVER IS MORE.

13.3 Exclusions and Stipulations.

THE PROVISIONS ABOVE IN THIS SECTION 13 SHALL NOT APPLY TO: (A) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT; (B) LOSSES ARISING FROM A PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); OR (C) LOSSES ARISING OUT OF SERVICE PROVIDER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE. FURTHER, TO THE EXTENT THAT A CPA CONTAINS REIMBURSEMENT OR INDEMNIFICATION OBLIGATIONS RELATED TO A SERVICE PROVIDER'S BREACH OF ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 13.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 13.2 ABOVE.

14. Miscellaneous.

14.1 Assignment and Delegation.

Unless GTA gives its prior written consent (such consent not to be unreasonably withheld), Service Provider shall not assign any of its rights or delegate the performance of any of its duties under this MSA, regardless of whether such assignment or delegation is voluntary or involuntary, and whether it is by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment or delegation by Service Provider without such consent shall be null and void.

14.2 Amendments.

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this MSA to provide for the orderly implementation of all undertakings described herein, and the Parties agree to cooperate in good faith in connection with such amendments if and as necessary; provided, however, no change or modification or other amendment to this MSA shall be valid unless the same is reduced to writing and signed by both Parties.

14.3 Headings.

The headings in this MSA have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this MSA.

14.4 Waiver.

The Parties may waive a provision of this MSA only by a writing executed by the Party or Parties against which the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this MSA, and no act, omission or course of dealing between the Parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing of a right under or provision of this MSA on one occasion shall be effective only for that instance and occasion and only for the purpose stated and a waiver once given is not to be construed as a waiver on any future occasion or against any other Party except as expressly provided in the applicable writing executed by the Party against which enforcement is sought.

14.5 Severability.

All provisions of this MSA are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. All provisions of this MSA will be construed in such a manner as to carry out the fullest intention of the Parties as is enforceable and valid.

14.6 Remedies.

No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law or in equity, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

14.7 Publicity.

Service Provider shall not release without GTA's prior written approval any publicity regarding this MSA, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Service Provider, identifying the State of Georgia or GTA; however, Service Provider may reference this MSA in proposals for other contracts, subject to reasonable confidentiality restrictions, without GTA's prior approval.

14.8 Applicable Law and Venue.

The laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles, govern all matters arising out of or relating to this MSA and the transactions it contemplates, including its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this MSA shall be brought in the Superior Court of Fulton County, Georgia.

14.9 No Liens.

Service Provider will not file, or by its action or inaction permit, any liens to be filed on or against property (including realty) of GTA. In the event that any such liens shall arise as a result of Service Provider's action or inaction, Service Provider shall promptly obtain a bond or otherwise undertake to fully and promptly satisfy such liens and remove or have such liens removed at its sole cost and expense within no more than ten (10) business days of such lien arising. If Service Provider fails to so satisfy and have removed any such lien, GTA may, in its sole discretion, pay the amount of such lien and deduct such amounts from payments due to Service Provider or, if no further payments are due, promptly recover such amount from Service Provider.

14.10 Notice.

Any notice required or permitted under this MSA shall be in writing sent to the addressee listed below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuant to this provision.

To GTA	To Service Provider
Georgia Technology Authority	HARGRAY OF GEORGIA INC.
47 Trinity Avenue	870 William Hilton Parkway, Building C,

Atlanta, GA 30334-9006	Hilton Head Island, SC 29928
Attn: Contract Management	Attn: Eric Warren
Telephone: (404) 463-2300	843-686-1123
Fax: (404) 651-5333	843-686-1139

14.11 Counterparts.

The Parties may execute this MSA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as executing and delivering this MSA in the presence of the other Party. No Party shall be bound by this MSA until all Parties have executed it.

14.12 Order of Precedence.

In the event of any conflict or inconsistency among the terms of the various documents that collectively comprise this MSA, then to the maximum extent that the conflicting or inconsistent terms can reasonably be interpreted so that such terms are consistent with and supplemental to one another and do not conflict with each other, such consistent, non-conflicting and supplemental interpretation shall prevail, in a manner that gives effect to all of such terms. Subject to the foregoing, any conflict or inconsistency in this MSA shall be resolved by giving precedence in the following order: (a) this MSA, excluding its Exhibits; (b) the Exhibits to this MSA (including **Exhibit 3 (Form of Customer Purchase Agreement)**) and (c) the Request for Proposal and response materials.

14.13 Entire Agreement.

This MSA constitutes the final and complete agreement between the Parties as of the Effective Date, and is the complete and exclusive expression of the Parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written. The provisions of this MSA may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MSA, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this MSA and the attachments incorporated herein. There are no conditions precedent to the effectiveness of this MSA, other than those expressly stated herein.

14.14 Survival.

Any provision of this MSA which contemplates performance or observance subsequent to any termination or expiration of this MSA shall survive any termination or expiration and continue in full force and effect. Additionally, all provisions of this MSA shall survive expiration or termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed therein.

14.15 Interpretation.

Unless the context requires otherwise, (a) "**including**" (and any of its derivative forms) means including but not limited to, (b) "**may**" means has the right, but not the obligation to do something, and "**may not**" means does not have the right to do something, and (c) "**will**" and "**shall**" are expressions of command, not merely expressions of future intent or expectation.

Schedule C Acceptable Use Policy

Policy for Broadband Internet Services

HARGRAY FAMILY OF COMPANIES ACCEPTABLE USE POLICY FOR BROADBAND INTERNET SERVICES

Hargray Telephone Company, Bluffton Telephone Company, Hargray of Georgia, and Hargray Communications Group, Inc. (“Hargray” or “Company”) have adopted this Acceptable Use Policy (“AUP”) to outline the acceptable use of Hargray’s Broadband Internet service (“Broadband Service”). This AUP is in addition to any restrictions contained in the Hargray service agreement for Internet service (the “Subscriber Agreement”). Please also refer to the [Frequently Asked Questions](#) (“FAQ”), which includes explanations of how Hargray will enforce this AUP in the context of network management. All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Subscriber Agreement.

You, the customer, must comply with this AUP. Your failure to do so could result in the suspension or termination of your Broadband Service account. If you do not agree to comply with this AUP, you must immediately stop all use of the Broadband Service and notify Hargray so that we can close your account.

Hargray may revise this AUP from time to time and will have the latest version posted on its website. Hargray will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending email announcements or posting additional information on the Hargray website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the Hargray Broadband Internet Broadband Service should read any Hargray announcements they receive and regularly visit the Hargray website and review this AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it at, info@hargray.com. To report illegal content on the Internet, go to www.ftc.gov.

I. Prohibited Uses and Activities

In general, this AUP prohibits uses and activities involving the Broadband Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Broadband Service by others.

A. Network and Usage Restrictions

No user of the Broadband Service, Customer Equipment, or the Hargray Equipment may, individually or in combination with another:

1. restrict, inhibit or otherwise interfere with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Broadband Service (except for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to use, send, or retrieve information;
2. restrict, inhibit, interfere with, or otherwise disrupt performance of the Broadband Service or cause a performance degradation;
3. regardless of intent, purpose, or knowledge, to the Broadband Service or any Hargray (or Hargray supplier) host, server, backbone network, node, or service, or otherwise cause a performance degradation to any Hargray (or Hargray supplier) facilities used to deliver the Broadband Service;
4. resell the Broadband Service or otherwise make available to anyone outside the Premises the ability to use the Broadband Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. If you are a residential customer, the Broadband Service is for personal and non-commercial residential use only, and you agree not to use the Broadband Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);
5. connect the Hargray Equipment to any computer outside of your Premises;
6. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and
7. accessing and using the Broadband Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Broadband Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless expressly permitted to do so by Hargray.

B. Conduct and Information Restrictions

No user of the Broadband Service, Customer Equipment, or the Hargray Equipment may, individually or in combination with another:

1. avoid incurring charges for or otherwise being required to pay for usage of the Broadband Service;
2. invade another person's privacy, stalk, harass, or otherwise violate the rights of other persons;
3. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting, or disseminating information, data, or material which is libelous, obscene, unlawful, threatening, or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
4. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
5. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software, or other material obtained through the Broadband Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
6. collect, or attempt to collect, personal information about third parties without their consent;
7. transmit unsolicited bulk or commercial messages commonly known as "spam";
8. send voluminous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, blog, newsgroup, chat, or similar service;
9. initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
10. participate in the collection of voluminous amounts of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
11. collect responses from unsolicited bulk messages;
12. falsify, alter, or remove message headers;
13. falsify references to Hargray or its network, by name or other identifier, in messages;
14. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
15. violate the rules, regulations, terms of service or policies applicable to any network, server, computer database, service, application, system, or website that you access or use.

C. Technical Restrictions

No user of the Broadband Service, Customer Equipment, or the Hargray Equipment may, individually or in combination with another:

1. use the Internet service or facilities for web hosting, email hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with Hargray and the usage does not otherwise violate law or regulation;
2. access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
3. use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or trojan horse programs. Unauthorized port scanning is strictly prohibited;
4. copy, distribute, or sublicense any proprietary software provided in connection with the Broadband Service by Hargray or any third party, except that you may make one copy of each software program for back-up purposes only;
5. distribute programs that make unauthorized changes to software (cracks);
6. use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers;
7. use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;

8. service, alter, modify, or tamper with the Hargray Equipment or Broadband Service, or permit any other person to do the same who is not authorized by Hargray.

II. Customer Conduct and Features of the Broadband Service

A. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Broadband Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Broadband Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Broadband Service by, for example, strictly maintaining the confidentiality of your Broadband Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Broadband Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Hargray that connects to the Broadband Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

B. Hargray's Rights

Hargray reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this AUP, or otherwise harmful to Hargray's network or customers using the Broadband Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither Hargray nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions) made on the Broadband Service. However, Hargray and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them in accordance with this AUP, the Subscriber Agreement, and applicable law.

C. Service Restrictions

All of Hargray's network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below.

1. Email and Web-Hosting Services

(i) Unsolicited Email Prohibited — You may not use Hargray-hosted email addresses for the purpose of sending unsolicited email. You may not use or cause to be used Hargray's equipment, network connectivity, or other resources to originate, deliver, relay, or otherwise transmit unsolicited email messages. You may not engage in any of the foregoing prohibited activities by using the service of any other provider, third-party agent, remailing service, or address forwarding service, in such a way that Hargray's network addresses or Hargray-hosted Web or email services are in any way identified as being associated with the sending of unsolicited email.

(ii) Unauthorized use, or forging, of mail header information (e.g., "spoofing") is prohibited.

(iii) Fraudulent Activity Prohibited — You may not use the Hargray email and Web-hosting services to make fraudulent offers to sell or buy products, items, services or to advance any type of financial scam, such as "pyramid schemes," "Ponzi schemes", or "chain letters." You may not use techniques to hide or obscure the source of any email or other communications.

(iv) Hargray reserves the right to suspend or delay delivery of email to Customer utilizing the Hargray email services and/or the virtual domain email if the volume of email being redirected, stored, or delivered on the Customer's behalf is deemed excessive. Excessive traffic is defined as any amount of email that consumes more than 10MB of disk storage space per individual mailbox or any volume of email traffic that noticeably degrades performance on the server in question, in the sole discretion of Hargray. Stored mail exceeding these limits may be transferred to a compressed file at Hargray's discretion. Hargray will attempt to notify the account holder via the account contact information on record; however, Hargray reserves the right to delete the contents of such email boxes upon 30 days after attempted notification.

(v) The Broadband Service may not be used to communicate or distribute email or other forms of communications in violation of Section I of this AUP. As described below in Section III of this AUP, Hargray uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

(vi) Hargray is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Hargray is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Hargray's sole discretion.

(vii) In the event that Hargray believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Broadband Service may be used for, or is being used for, any misleading, fraudulent, or

other improper or illegal purpose, Hargray (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Hargray may at any time reserve any identifiers on the Broadband Service for Hargray's own purposes. In the event that a Broadband Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted, as well.

2. Instant, Video, and Audio Messages

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Hargray assumes no responsibility for the timeliness, misdelivery, deletion, or failure to store these messages. In the event that a Broadband Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted, as well.

3. Personal Web Pages and File Storage

You are solely responsible for any information that you or others publish or store on any personal Web page or in any storage files. You are also responsible for ensuring that all content made available through personal Web pages is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Hargray reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Section I of this AUP. For purposes of this AUP, "material" refers to all forms of communications, including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings.

III. Network Management and Limitations on Data Consumption

Hargray manages its network with the goal of delivering a fast, safe, and uncompromised broadband Internet experience to all of its customers. But high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Broadband Internet experience by all of Hargray's Customers. The Company uses reasonable network management practices that are consistent with industry standards. Hargray tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the Company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

If Hargray didn't manage its network, its Customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management, including enforcement of this AUP, Hargray can deliver the best possible broadband Internet experience to all of its Customers.

Please see Hargray's [Network Management Policy](#) for more information.

A. Network Usage and Data Consumption Restrictions

You acknowledge that all of the Hargray Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. If you are a residential customer, the Broadband Service is for personal and non-commercial residential use only. You must comply with all current bandwidth, data storage, and other limitations on the Hargray Internet services that have been established by Hargray and Hargray suppliers. You agree not to intentionally use the Hargray Internet service on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of Hargray's network resources by one Customer may have a negative impact on all other Customers. Accordingly, in addition to the Prohibited Uses and Activities provided in Section I, you may not use the Hargray Internet service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Hargray's sole discretion. Such prohibited actions include, but are not limited to: using the Hargray Internet Services to host a Web server site that attracts excessive traffic at your location; continuously uploading or downloading streaming video or audio; using net hosting; continuous FTP uploading or downloading; or acting in a manner that negatively affects other users' ability to engage in real-time exchanges and use of the Hargray Internet Services.

The Broadband Service is for personal and non-commercial residential use only. Therefore, Hargray reserves the right to suspend or terminate Broadband Service accounts where data consumption is not characteristic of a typical residential user of the Broadband Service as determined by Hargray in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to,

numerous or continuous bulk transfers of files and other high-capacity traffic using (i) file transfer protocol (“FTP”), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Broadband Service does not restrict, inhibit, interfere with, or degrade any other person’s use of the Broadband Service, nor represent (as determined by Hargray in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Broadband Service does not limit or interfere with Hargray’s ability to deliver and monitor the Broadband Service or any part of its network.

If you use the Broadband Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, Hargray may, in its sole discretion, suspend or terminate your Broadband Service account or request that you subscribe to a version of the Broadband Service (such as a commercial-grade Internet service, if appropriate) if you wish to continue to use the Broadband Service at higher data-consumption levels. Hargray may also provide versions of the Broadband Service with different speed and data-consumption limitations, among other characteristics, subject to applicable Broadband Service plans.

Hargray’s determination of the data consumption for Broadband Service accounts is final.

IV. Violation of This AUP

Hargray reserves the right to immediately suspend or terminate your Broadband Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

Hargray does not routinely monitor the activity of individual Broadband Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company’s efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Broadband Service. Hargray has no obligation to monitor the Broadband Service and/or the network. However, Hargray and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Broadband Service, identify violations of this AUP, and/or protect the network, the Broadband Service, and Hargray users.

Hargray prefers to inform Customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Hargray also prefers to have Customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Hargray’s intervention. However, if the Broadband Service is used in a way that Hargray or its suppliers, in their sole discretion, believe violates this AUP, Hargray or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Broadband Service (including but not limited to newsgroups). Neither Hargray nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Hargray’s exclusive remedies, and Hargray may take any other legal or technical actions it deems appropriate, with or without notice.

Hargray reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Hargray’s servers and network. During an investigation, Hargray may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to Hargray and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Broadband Service account, Hargray is authorized to delete any files, programs, data, email, and other messages associated with your account (and any secondary accounts).

The failure of Hargray or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as early as possible, and the remaining portions will remain in full force and effect. You agree to be responsible for the acts and/or omissions of your officers, agents, and employees in their performance under this AUP.

V. Redress and Governing Law

A. Arbitration

Intentionally deleted.

B. Governing Law

The Agreement and the relationship between you and Hargray shall be governed by the laws of the state of Georgia without regard to its conflict of law provisions. You and Hargray agree to submit to the personal and exclusive jurisdiction of the courts located within Fulton County in the state of Georgia and waive any objection as to venue or inconvenient forum. The failure of Hargray to exercise or enforce any right or provision of this AUP or the Subscriber Agreement shall not constitute a waiver of such right or provision. If any provision of this AUP or the Subscriber Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this AUP or the Subscriber Agreement remain in full force and effect.

VI. Copyright Information

Hargray's subscribers (including account holders) may not upload, post, route, transmit, link, or otherwise make available on or via the Hargray Broadband Internet Service any material protected by copyright in a manner that infringes that copyright. Subscribers should be aware that they may be legally liable for engaging in such activity. In addition to the repeat infringer policy detailed below, Hargray residential subscribers who are alleged to have engaged in activity that may constitute copyright infringement will receive a notice alerting them each time that such activity has been detected in connection with their account, and requesting that they take steps to ensure that any infringement ceases immediately. In response to allegations of copyright infringement against a subscriber that Hargray receives, Hargray will provide such subscriber with information about the alleged infringement and **may ask that such subscriber acknowledge that he or she will cease any conduct that is infringing. If the allegedly infringing activity continues and for repeated infringement, Hargray reserves the right to terminate service; however, the subscriber will be given advance notice prior to Hargray taking any such step. The subscriber will also have the ability to challenge notices received.**

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), Hargray's policy is to terminate, in appropriate circumstances, the Hargray Broadband Internet Service of any subscriber who is a repeat infringer. If you believe that in connection with the Hargray Broadband Internet Service, a Hargray subscriber has engaged in repeated infringement that includes your copyrighted materials, please provide our designated copyright agent (see below for more details) with information sufficient to show that the subscriber is a repeat copyright infringer and that appropriate circumstances exist for Hargray's termination of such subscriber.

Termination of Service

Each subscriber agrees that, if he or she is terminated pursuant to this policy, he or she will not attempt to establish a new account with Hargray under any name, real or assumed, without Hargray's permission. Please note that not all services provided by Hargray limit usage to subscribers, and that Hargray is not able to terminate service usage by users who are not subscribers.

Reservation of Rights

These policies do not affect any other rights that Hargray may have under law or contract, and all such rights are expressly reserved by Hargray.

DMCA Notices

The DMCA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Specifically, if you believe in good faith that material infringing your rights resides on the Hargray Broadband Internet Service by reason of storage at the direction of any user, or that such infringing material is at an online location that is referred or linked to via an information location tool (such as directory, index, reference, pointer, or hypertext) made available as part of the Hargray Broadband Internet Service, you (or your agent) may send to Hargray a notice requesting that Hargray remove the material or block access to it. Notices should be sent to Hargray's designated copyright agent (see below), and must meet the following requirements:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to allow Hargray to locate the material;
4. Information reasonably sufficient to permit Hargray to contact the complaining party, such as an address, telephone

- number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 6. A statement that the information is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA Counter-Notices

If you believe in good faith that someone has wrongly submitted to us a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Counter-notices should be sent to Hargray's designated copyright agent (see below), and must meet the following requirements:

1. A physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. The subscriber's name, address, and telephone number and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person (or their agent) who provided notification of copyright infringement.

Designated Copyright Agent

DMCA notices and counter-notices, and repeat infringer information, should be delivered in writing to Hargray's designated copyright agent:

Name: Regulatory Manager
Address: Post Office Box 5986
Hilton Head Island, SC 29938
Fax Number: 843.341.0198
Email: dmca@htc.hargray.com

Notices, counter-notices, and repeat infringer information should be delivered in writing.

14.16 Further Assurances.

The Parties agree that they will execute and deliver such other instruments and documents, and take such other actions, as the other Party may reasonably request to evidence or effect the transactions contemplated by this MSA.

14.17 Protection of State Equipment.

A vital component of GTA's mission is ensuring that any equipment or services procured and/or offered by GTA adequately protects the security of governmental/public sector data. GTA has previously relied on the John McCain National Defense Authorization Act, H.R. 5515 (<https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397>), which provided that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For similar reasons, GTA determined that suppliers utilizing equipment or services provided by these entities would be excluded from GTA contracts. At the present time, prospective suppliers are advised not to use Huawei or ZTE as components or sub-components in any of their offered technical solutions/catalogues. Lack of adherence may result in a range of actions available to GTA, up to and including disqualification/contract cancellation.

IN WITNESS WHEREOF, each Party has caused its authorized representative to execute this MSA as of the Effective Date.

GEORGIA TECHNOLOGY AUTHORITY

DocuSigned by:
By: Mark Latham
11D69D05F85B4BB...
Name: Mark Latham
Title: sourcing governance officer
Date: 10/26/2020

HARGRAY OF GEORGIA INC.

DocuSigned by:
By: Eric Warrent
4BFBA92E4599450...
Name: Eric Warrent
Title: Vice President
Date: 9/25/2020 | 10:13:33 AM EDT