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Service Agreement

NAPA, CITY OF

TPx Communications will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below and on the Rate Schedule(s) that follow, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA) and any related Addendums that follow that govern this Service Agreement. For any Access, MSx, and/or UCx Service listed below that is being added to Services currently provided to Customer at the below referenced Service Location, a new Service Term (as provided in the Term Length below) shall apply to any such Service.

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

The term for service(s) being ordered is 60 months. ("Term")

Customer Requested Due Date: 4/29/2020

RS ID	Title	Address	Non-Recurring	Recurring
592296	1199 Big Tree Rd, Saint Helena CA	1199 Big Tree Rd, Saint Helena, CA 94574-9711	\$0.00	\$550.00
584228	1539 1St St, Napa CA	1539 1St St, Napa, CA 94559-2840	\$6,350.00	\$6,341.25
585701	2000 Trower Ave, Napa CA	2000 Trower Ave, Napa, CA 94558-2261	\$2,500.00	\$3,701.25
592295	770 Jackson St, Napa CA	770 Jackson St, Napa, CA 94559-1323	\$625.00	\$1,086.00
Sub Totals			\$9,475.00	\$11,678.50

Installment Payment

Amount of Non-Recurring charges included in Installment Payments (60 months)

(\$9,475.00)

Estimated Monthly Installment Payments

\$183.15

Total Non-Recurring Charges

\$0.00

Total Monthly Recurring Charges

\$11,861.65

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Agreed by: Customer Signature

Date

Customer Name (Print)

Title

SCOTT CLARK

Sales Representative Name

916-520-7038

Phone

Agreed by: Authorized TPx Representative Signature

APRIL 2, 2020

Date

v102119



Rate Schedule #592296
1199 Big Tree Rd, Saint Helena CA

Quote ID: 316137
3/4/2020

NAPA, CITY OF

Good through: 4/2/2020

Address: 1199 Big Tree Rd, Saint Helena, CA 94574-9711

The term for Service(s) being ordered is 60 months ("Term").

TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
5M Port		1	\$342.88	-	xNet	-	\$342.88
Non-Standard Discount		1	(\$200.00)	-	xNet	-	(\$200.00)
5M Tier 2 Access (ICB Code: FU_CD)		1	\$469.04	-	xNet	-	\$469.04
Non-Standard Discount		1	(\$230.92)	-	xNet	-	(\$230.92)
OneNet		1	\$150.00	-	xNet	-	\$150.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
Tier A Equipment		1	\$19.00	-	xNet	-	\$19.00
						\$0.00	\$550.00



Rate Schedule #584228

Quote ID: 316137

1539 1st St, Napa CA

3/4/2020

NAPA, CITY OF

Good through: 4/2/2020

Address: 1539 1st St, Napa, CA 94559-2840

The term for Service(s) being ordered is 60 months ("Term").

TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
1G Port		1	\$3,466.73	-	xNet	-	\$3,466.73
Non-Standard Discount		1	(\$2,000.00)	-	xNet	-	(\$2,000.00)
1G Tier 1 Access (ICB Code: VD_CD)		1	\$519.98	-	xNet	-	\$519.98
Non-Standard Discount		1	(\$416.71)	-	xNet	-	(\$416.71)
Internet		1	\$100.00	-	xNet	-	\$100.00
IPv4 - IP Address - 8		1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$1,670.00

UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Block of 100 DIDs (sequential numbers)		9	\$25.00	-	xNet	-	\$225.00
Block of 100 DIDs (sequential numbers) - Setup Charge		9	\$100.00	-	xNet	\$900.00	-
Non-Standard Discount		9	(\$100.00)	-	xNet	(\$900.00)	-
Call Paths - SmartVoice		50	\$16.00	-	xNet	-	\$800.00
Non-Standard Discount		50	(\$8.00)	-	xNet	-	(\$400.00)
SIP SmartVoice		1	\$0.00	-	xNet	-	\$0.00
TPx Voice & Data Circuit		1	\$0.00	-	xNet	-	\$0.00
Tier E Equipment		1	\$79.00	-	xNet	-	\$79.00
Non-Standard Discount		1	(\$79.00)	-	xNet	-	(\$79.00)
Caller ID (Inbound - Name & Number)		1	\$0.00	-	xNet	-	\$0.00
Calling Line ID Delivery Blocking or Un-Blocking per Call		1	\$0.00	-	xNet	-	\$0.00
DIDs		1	\$0.15	-	xNet	-	\$0.15
DIDs - Setup Fee		1	\$1.00	-	xNet	\$1.00	-
Non-Standard Discount		1	(\$1.00)	-	xNet	(\$1.00)	-
E911		1	\$4.95	-	xNet	-	\$4.95
End User Connection Charge (EUCC)		50	\$2.37	-	xNet	-	\$118.50
Enterprise Trunking		1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup		1	\$150.00	-	xNet	\$150.00	-

Charge							
Non-Standard Discount	1	(\$150.00)	-	xNet	(\$150.00)	-	
Free Directory Assistance Listing	1	\$0.00	-	xNet	-	\$0.00	
G.711 Codec	1	\$0.00	-	xNet	-	\$0.00	
LD Usage	1	\$0.0290	\$0.0290	-	-	-	
Outbound Calling Line ID (Name & Number)	1	\$0.00	-	xNet	-	\$0.00	
UCx Client	20	\$3.00	-	xNet	-	\$60.00	
UCx Client - Setup Fee	20	\$3.00	-	xNet	\$60.00	-	
Non-Standard Discount	20	(\$3.00)	-	xNet	(\$60.00)	-	
UCx Usage Bundle -- 2,500 Minutes Domestic Outbound	1	\$70.00	-	xNet	-	\$70.00	
Non-Standard Discount	1	(\$35.00)	-	xNet	-	(\$35.00)	
					\$0.00	\$893.60	

MSx WAN (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
MSx WAN Core		1	\$0.00	-	MSx	-	\$0.00
Multi Services Router 1000		1	\$3,850.00	-	xNet	\$3,850.00	-
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00
Inbound Internet Failover - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00	-
Non-Standard Discount		1	(\$50.00)	-	xNet	(\$50.00)	-
MSx WAN - Core 1000M		1	\$395.00	-	MSx	-	\$395.00
MSR - Install included with Voice/Data		1	\$250.00	-	MSx	\$250.00	-
Non-Standard Discount		1	(\$250.00)	-	MSx	(\$250.00)	-
TPx Provided DIA		1	\$0.00	-	MSx	-	\$0.00
UCx - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00
CPC/ OTT		1	\$0.00	-	MSx	-	\$0.00
TPx 4G LTE - Failover		1	\$65.00	-	xNet	-	\$65.00
4G LTE Network Access - Install		1	\$100.00	-	xNet	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	xNet	(\$100.00)	-
4G LTE Network Access		1	\$35.00	-	xNet	-	\$35.00
						\$3,850.00	\$520.00

UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Block of 100 DIDs (sequential numbers)		1	\$25.00	-	xNet	-	\$25.00
Block of 100 DIDs (sequential numbers) -- Setup Charge		1	\$100.00	-	xNet	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	xNet	(\$100.00)	-

Call Paths - SmartVoice	50	\$16.00	-	xNet	-	\$800.00
Non-Standard Discount	50	(\$8.00)	-	xNet	-	(\$400.00)
SIP SmartVoice	1	\$0.00	-	xNet	-	\$0.00
TPx Voice & Data Circuit	1	\$0.00	-	xNet	-	\$0.00
Tier D Equipment	1	\$59.00	-	xNet	-	\$59.00
Caller ID (Inbound - Name & Number)	1	\$0.00	-	xNet	-	\$0.00
Calling Line ID Delivery Blocking or Un-Blocking per Call	1	\$0.00	-	xNet	-	\$0.00
DIDs	1	\$0.15	-	xNet	-	\$0.15
DIDs - Setup Fee	1	\$1.00	-	xNet	\$1.00	-
Non-Standard Discount	1	(\$1.00)	-	xNet	(\$1.00)	-
End User Connection Charge (EUCC)	50	\$2.37	-	xNet	-	\$118.50
Enterprise Trunking	1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup Charge	1	\$150.00	-	xNet	\$150.00	-
Non-Standard Discount	1	(\$150.00)	-	xNet	(\$150.00)	-
Free Directory Assistance Listing	1	\$0.00	-	xNet	-	\$0.00
G.711 Codec	1	\$0.00	-	xNet	-	\$0.00
LD Usage	1	\$0.0290	\$0.0290	-	-	-
Outbound Calling Line ID (Name & Number)	1	\$0.00	-	xNet	-	\$0.00

\$0.00 \$652.65

TPx Data Only Service (Install) Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service	1	\$0.00	-	xNet	-	\$0.00
5M Port	1	\$342.88	-	xNet	-	\$342.88
Non-Standard Discount	1	(\$242.88)	-	xNet	-	(\$242.88)
5M Tier 1 Access (ICB Code: YM_CD)	1	\$300.24	-	xNet	-	\$300.24
Non-Standard Discount	1	(\$0.24)	-	xNet	-	(\$0.24)
OneNet	1	\$150.00	-	xNet	-	\$150.00
Data Only Service - Setup Charge	1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount	1	(\$500.00)	-	xNet	(\$500.00)	-

\$0.00 \$550.00

TPx Data Only Service (Install) Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service	1	\$0.00	-	xNet	-	\$0.00
10M Port	1	\$369.25	-	xNet	-	\$369.25
Non-Standard Discount	1	(\$369.25)	-	xNet	-	(\$369.25)
10M Tier 1 Access (ICB Code: UO_CD)	1	\$619.97	-	xNet	-	\$619.97
Non-Standard Discount	1	(\$319.97)	-	xNet	-	(\$319.97)
Internet	1	\$100.00	-	xNet	-	\$100.00
IPv4 - IP Address - 4 (Included)	1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup	1	\$500.00	-	xNet	\$500.00	-

Charge

Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)		
							\$0.00	\$400.00
MSx WAN (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
PQE Code: Not Specified								
MSx WAN Optimum		1	\$0.00	-	MSx	-	\$0.00	
Multi Services Router 30		1	\$625.00	-	xNet	\$625.00	-	
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00	
Inbound Internet Failover - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00	-	
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)		
MSx WAN - Optimum 30M		1	\$150.00	-	MSx	-	\$150.00	
MSR - Install Included with Voice/Data		1	\$250.00	-	MSx	\$250.00	-	
Non-Standard Discount		1	(\$250.00)	-	MSx	(\$250.00)		
TPx Provided DIA		1	\$0.00	-	MSx	-	\$0.00	
UCx - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00	
CPC/ OTT		1	\$0.00	-	MSx	-	\$0.00	
High Availability Service		1	\$52.50	-	MSx	-	\$52.50	
Multi Services Router 30		1	\$625.00	-	xNet	\$625.00	-	
							\$1,250.00	\$227.50
MSx WAN (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
PQE Code: Not Specified								
MSx WAN Optimum		1	\$0.00	-	MSx	-	\$0.00	
Multi Services Router 30		1	\$625.00	-	xNet	\$625.00	-	
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00	
Inbound Internet Failover - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00	-	
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)		
MSx WAN - Optimum 30M		1	\$150.00	-	MSx	-	\$150.00	
MSR - Install Included with Voice/Data		1	\$250.00	-	MSx	\$250.00	-	
Non-Standard Discount		1	(\$250.00)	-	MSx	(\$250.00)		
TPx Provided DIA		1	\$0.00	-	MSx	-	\$0.00	
UCx - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00	
CPC/ OTT		1	\$0.00	-	MSx	-	\$0.00	
High Availability Service		1	\$52.50	-	MSx	-	\$52.50	
Multi Services Router 30		1	\$625.00	-	xNet	\$625.00	-	

ATTACHMENT 2

TPx 4G LTE - Failover	1	\$65.00	-	xNet	-	\$65.00
4G LTE Network Access - Install	1	\$100.00	-	xNet	\$100.00	-
Non-Standard Discount	1	(\$100.00)	-	xNet	(\$100.00)	-
4G LTE Network Access	1	\$35.00	-	xNet	-	\$35.00
					\$1,250.00	\$327.50

TPx Data Only Service (Install) Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service	1	\$0.00	-	xNet	-	\$0.00
10M Port	1	\$369.25	-	xNet	-	\$369.25
Non-Standard Discount	1	(\$269.25)	-	xNet	-	(\$269.25)
10M Tier 1 Access (ICB Code: UO_CD)	1	\$619.97	-	xNet	-	\$619.97
Non-Standard Discount	1	(\$319.97)	-	xNet	-	(\$319.97)
OneNet	1	\$150.00	-	xNet	-	\$150.00
Data Only Service - Setup Charge	1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount	1	(\$500.00)	-	xNet	(\$500.00)	-
					\$0.00	\$550.00

TPx Data Only Service (Install) Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service	1	\$0.00	-	xNet	-	\$0.00
5M Port	1	\$342.88	-	xNet	-	\$342.88
Non-Standard Discount	1	(\$200.00)	-	xNet	-	(\$200.00)
5M Tier 2 Access (ICB Code: FU_CD)	1	\$469.04	-	xNet	-	\$469.04
Non-Standard Discount	1	(\$230.92)	-	xNet	-	(\$230.92)
OneNet	1	\$150.00	-	xNet	-	\$150.00
Data Only Service - Setup Charge	1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount	1	(\$500.00)	-	xNet	(\$500.00)	-
Tier A Equipment	1	\$19.00	-	xNet	-	\$19.00
					\$0.00	\$550.00



Rate Schedule #585701
2000 Trower Ave, Napa CA

Quote ID: 316137
3/4/2020

NAPA, CITY OF

Good through: 4/2/2020

Address: 2000 Trower Ave, Napa, CA 94558-2261

The term for Service(s) being ordered is 60 months ("Term").

UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Block of 100 DIDs (sequential numbers)		9	\$25.00	-	xNet	-	\$225.00
Block of 100 DIDs (sequential numbers) -- Setup Charge		9	\$100.00	-	xNet	\$900.00	-
Non-Standard Discount		9	(\$100.00)	-	xNet	(\$900.00)	-
Call Paths - SmartVoice		50	\$16.00	-	xNet	-	\$800.00
Non-Standard Discount		50	(\$8.00)	-	xNet	-	(\$400.00)
SIP SmartVoice		1	\$0.00	-	xNet	-	\$0.00
TPx Voice & Data Circuit		1	\$0.00	-	xNet	-	\$0.00
Tier E Equipment		1	\$79.00	-	xNet	-	\$79.00
Non-Standard Discount		1	(\$79.00)	-	xNet	-	(\$79.00)
Caller ID (Inbound - Name & Number)		1	\$0.00	-	xNet	-	\$0.00
Calling Line ID Delivery Blocking or Un-Blocking per Call		1	\$0.00	-	xNet	-	\$0.00
DIDs		1	\$0.15	-	xNet	-	\$0.15
DIDs - Setup Fee		1	\$1.00	-	xNet	\$1.00	-
Non-Standard Discount		1	(\$1.00)	-	xNet	(\$1.00)	-
E911		1	\$4.95	-	xNet	-	\$4.95
End User Connection Charge (EUCC)		50	\$2.37	-	xNet	-	\$118.50
Enterprise Trunking		1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup Charge		1	\$150.00	-	xNet	\$150.00	-
Non-Standard Discount		1	(\$150.00)	-	xNet	(\$150.00)	-
Free Directory Assistance Listing		1	\$0.00	-	xNet	-	\$0.00
G.711 Codec		1	\$0.00	-	xNet	-	\$0.00
LD Usage		1	\$0.0290	\$0.0290	-	-	-
Outbound Calling Line ID (Name & Number)		1	\$0.00	-	xNet	-	\$0.00
UCx Client		20	\$3.00	-	xNet	-	\$60.00
UCx Client - Setup Fee		20	\$3.00	-	xNet	\$60.00	-
Non-Standard Discount		20	(\$3.00)	-	xNet	(\$60.00)	-
UCx Usage Bundle -- 2,500 Minutes Domestic Outbound		1	\$70.00	-	xNet	-	\$70.00

Non-Standard Discount		1	(\$35.00)		xNet	(\$35.00)		
							\$0.00	\$893.60
UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
	Abbreviated Dialing	1	\$0.00	-	xNet	-	\$0.00	
	Block of 100 DIDs (sequential numbers)	1	\$25.00	-	xNet	-	\$25.00	
	Block of 100 DIDs (sequential numbers) – Setup Charge	1	\$100.00	-	xNet	\$100.00	-	
	Non-Standard Discount	1	(\$100.00)	-	xNet	(\$100.00)	-	
	Call Paths - SmartVoice	50	\$16.00	-	xNet	-	\$800.00	
	Non-Standard Discount	50	(\$8.00)	-	xNet	-	(\$400.00)	
	SIP SmartVoice	1	\$0.00	-	xNet	-	\$0.00	
	TPx Voice & Data Circuit	1	\$0.00	-	xNet	-	\$0.00	
	Tier D Equipment	1	\$59.00	-	xNet	-	\$59.00	
	Caller ID (Inbound - Name & Number)	1	\$0.00	-	xNet	-	\$0.00	
	Calling Line ID Delivery Blocking or Un-Blocking per Call	1	\$0.00	-	xNet	-	\$0.00	
	DIDs	1	\$0.15	-	xNet	-	\$0.15	
	DIDs - Setup Fee	1	\$1.00	-	xNet	\$1.00	-	
	Non-Standard Discount	1	(\$1.00)	-	xNet	(\$1.00)	-	
	End User Connection Charge (EUCC)	50	\$2.37	-	xNet	-	\$118.50	
	Enterprise Trunking	1	\$50.00	-	xNet	-	\$50.00	
	Enterprise Trunking - Setup Charge	1	\$150.00	-	xNet	\$150.00	-	
	Non-Standard Discount	1	(\$150.00)	-	xNet	(\$150.00)	-	
	Free Directory Assistance Listing	1	\$0.00	-	xNet	-	\$0.00	
	G.711 Codec	1	\$0.00	-	xNet	-	\$0.00	
	LD Usage	1	\$0.0290	\$0.0290	-	-	-	
	Outbound Calling Line ID (Name & Number)	1	\$0.00	-	xNet	-	\$0.00	
							\$0.00	\$652.65
TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
	Data Only Service	1	\$0.00	-	xNet	-	\$0.00	
	5M Port	1	\$342.88	-	xNet	-	\$342.88	
	Non-Standard Discount	1	(\$342.88)	-	xNet	-	(\$342.88)	
	5M Tier 1 Access (ICB Code: FM_CD)	1	\$300.24	-	xNet	-	\$300.24	
	Non-Standard Discount	1	(\$0.24)	-	xNet	-	(\$0.24)	
	OneNet	1	\$150.00	-	xNet	-	\$150.00	
	Data Only Service - Setup Charge	1	\$500.00	-	xNet	\$500.00	-	
	Non-Standard Discount	1	(\$500.00)	-	xNet	(\$500.00)	-	
							\$0.00	\$550.00
TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
	Data Only Service	1	\$0.00	-	xNet	-	\$0.00	

ATTACHMENT 2

10M Port	1	\$369.25	-	xNet	-	\$369.25
Non-Standard Discount	1	(\$269.25)	-	xNet	-	(\$269.25)
10M Tier 1 Access (ICB Code: UO_CD)	1	\$619.97	-	xNet	-	\$619.97
Non-Standard Discount	1	(\$319.97)	-	xNet	-	(\$319.97)
Internet	1	\$100.00	-	xNet	-	\$100.00
IPv4 - IP Address - 4 (Included)	1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge	1	\$500.00	-	xNet	-\$500.00	-
Non-Standard Discount	1	(\$500.00)	-	xNet	(\$500.00)	-
					\$0.00	\$500.00

MSx WAN (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
MSx WAN Optimum		1	\$0.00	-	MSx	-	\$0.00
Multi Services Router 30		1	\$625.00	-	xNet	\$625.00	-
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00
Inbound Internet Failover - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00	-
Non-Standard Discount		1	(\$50.00)	-	xNet	(\$50.00)	-
MSx WAN - Optimum 30M		1	\$150.00	-	MSx	-	\$150.00
MSR - Install Included with Voice/Data		1	\$250.00	-	MSx	\$250.00	-
Non-Standard Discount		1	(\$250.00)	-	MSx	(\$250.00)	-
TPx Provided DIA		1	\$0.00	-	MSx	-	\$0.00
UCx - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00
CPC/ OTT		1	\$0.00	-	MSx	-	\$0.00
High Availability Service		1	\$52.50	-	MSx	-	\$52.50
Multi Services Router 30		1	\$625.00	-	xNet	\$625.00	-
TPx 4G LTE - Failover		1	\$65.00	-	xNet	-	\$65.00
4G LTE Network Access - Install		1	\$100.00	-	xNet	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	xNet	(\$100.00)	-
4G LTE Network Access		1	\$35.00	-	xNet	-	\$35.00
						\$1,250.00	\$327.50

MSx WAN (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
MSx WAN Optimum		1	\$0.00	-	MSx	-	\$0.00
Multi Services Router 30		1	\$625.00	-	xNet	\$625.00	-
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00
Inbound Internet Failover - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00	-

Non-Standard Discount	1	(\$50.00)	-	xNet	(\$50.00)	-	
MSx WAN - Optimum 30M	1	\$150.00	-	MSx	-	\$150.00	
MSR - Install Included with Voice/Data	1	\$250.00	-	MSx	\$250.00	-	
Non-Standard Discount	1	(\$250.00)	-	MSx	(\$250.00)	-	
TPx Provided DIA	1	\$0.00	-	MSx	-	\$0.00	
UCx - Related Voice Service	1	\$0.00	-	MSx	-	\$0.00	
CPC/ OTT	1	\$0.00	-	MSx	-	\$0.00	
High Availability Service	1	\$52.50	-	MSx	-	\$52.50	
Multi Services Router 30	1	\$625.00	-	xNet	\$625.00	-	
					\$1,250.00	\$227.50	
TPx Data Only Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
10M Port		1	\$369.25	-	xNet	-	\$369.25
Non-Standard Discount		1	(\$369.25)	-	xNet	-	(\$369.25)
10M Tier 1 Access (ICB Code: UO_CD)		1	\$619.97	-	xNet	-	\$619.97
Non-Standard Discount		1	(\$319.97)	-	xNet	-	(\$319.97)
OneNet		1	\$150.00	-	xNet	-	\$150.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$550.00



Rate Schedule #592295
770 Jackson St, Napa CA

Quote ID: 316137
3/4/2020

NAPA, CITY OF

Good through: 4/2/2020

Address: 770 Jackson St, Napa, CA 94559-1323

The term for Service(s) being ordered is 60 months ("Term").

TPx HSIA - High Speed Internet Access (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
ADI 100 X 100 Mbps		1	\$866.00	-	xNet	-	\$866.00
						\$0.00	\$866.00
MSx WAN (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
MSx WAN Optimum		1	\$0.00	-	MSx	-	\$0.00
Multi Services Router 100		1	\$625.00	-	xNet	\$625.00	-
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00
Inbound Internet Failover - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00	-
Non-Standard Discount		1	(\$50.00)	-	xNet	(\$50.00)	-
MSx WAN - Optimum 100M		1	\$195.00	-	MSx	-	\$195.00
MSR - Prof Installation		1	\$500.00	-	MSx	\$500.00	-
Non-Standard Discount		1	(\$500.00)	-	MSx	(\$500.00)	-
None - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00
TPx Provided DIA		1	\$0.00	-	MSx	-	\$0.00
CPC/ OTT		1	\$0.00	-	MSx	-	\$0.00
						\$625.00	\$220.00

INSTALLMENT PAYMENT DETAILS

Charge Description	Total Monthly Amount	Term
Multi Services Router 1000	\$74.43	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 30	\$12.08	60
Multi Services Router 100	\$12.08	60
Total of Monthly Payment Amounts	\$183.15	

Total of installment payments will be different from the NRC cash price.

NRCS NOT INCLUDED IN THE INSTALLMENT PAYMENT PLAN

Charge Description	Price
Total of opted-out NRC Amounts	\$0.00

Currently there are no opted-out NRCs.

**Master Service Agreement**

Must include Service Agreement

This Master Service Agreement (referred to as "Agreement" or "MSA") is made by and between U.S. TelePacific Corp. and/or its affiliated companies ("TPx Communications", also referred to as "our, us, we"), and the Customer described below ("Customer" also referred to as "you, I"), pursuant to the TPx Terms and Conditions, to which you agree and which are included in summary herein (available in full at www.tpx.com/terms).

Section 1 Customer Information**NAPA, CITY OF**

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: ☐ Corporation ☐ General Partnership ☐ LLP ☐ LLC ☐ Sole Proprietorship

State Organized _____

1539 1st St Napa, CA 94559

Billing Address

Section 2 Acceptance

The parties have agreed to the Terms and Conditions Attachment and each addendum identified and linked below (each an "Addendum" and collectively the "Addenda"). Each reference to an "Addendum" includes all attachments, exhibits, and schedules incorporated into such Addendum. The Master Service Agreement and all Addenda (whether incorporated herein as of the effective date of this Master Service Agreement or thereafter) are referred to as the "Agreement".

The Agreement also includes one or more Service Agreements entered into by the Customer and TPx. "Service Agreement" means a service agreement entered into between TPx and Customer that incorporates by reference this Master Service Agreement and specifies services and products to be provided by TPx pursuant to this Master Service Agreement, the Terms and Conditions Attachment and the Addenda applicable to such Services. The Service Agreement will specify the charges to the services and products provided thereunder, the initial term of the Service Agreement, service location(s) and other information applicable only to the Services provided pursuant to such Service Agreement.

BY PLACING YOUR INITIALS IN THE SPACE(S) PROVIDED, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW:

✓	Initial	TPX TERMS AND CONDITIONS SET FORTH AT www.tpx.com/terms
	Initial	MSx BACKUPS SERVICE ADDENDUM SET FORTH AT www.tpx.com/MSx-Backups.pdf
	Initial	MSx ENDPOINTS SERVICE ADDENDUM SET FORTH AT www.tpx.com/MSx-EndPoints.pdf
	Initial	MSx FIREWALL ADDENDUM SET FORTH AT www.tpx.com/MSx-Firewall.pdf
	Initial	MSx OFFICE 365 ADDENDUM SET FORTH AT www.tpx.com/MSx-Office-365-Addendum.pdf
✓	Initial	MSx WAN ADDENDUM SET FORTH AT www.tpx.com/MSx-WAN.pdf
✓	Initial	SERVICE LEVEL AGREEMENTS (SLA) SET FORTH AT www.tpx.com/sla

ELECTRONIC CONTRACTING AND SIGNATURE ACKNOWLEDGMENT. To the extent that Customer executes this Agreement electronically, Customer agrees that (i) the Agreement (including all Addenda) is an electronic contract executed by Customer using Customer's electronic signature, (ii) Customer's electronic signature signifies Customer's intent to enter into the Agreement (including all Addenda) and that the Agreement (including all Addenda) be legally valid and enforceable in accordance with its terms to the same extent as if Customer had executed the Agreement using its written signature and (iii) the authoritative copy of the Agreement ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by TPx for the storage of authoritative copies of electronic records, which shall be deemed held by TPx in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by TPx as the original (the "Paper Contract"), then Customer acknowledges and agrees that (1) Customer's signing of the Agreement with Customer's electronic signature also constitutes issuance and delivery of

such Paper Contract, (2) Customer's electronic signature associated with the Agreement, when affixed to the Paper Contract, constitutes Customer's legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, Customer's obligations will be evidenced by the Paper Contract alone. By signing below, the person signing on behalf of Customer (i) personally represents and warrants to TPx that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement, including the Addenda incorporated by reference below, (ii) consents to receiving electronic communications from TPx via the email address provided in Section 1 of this Agreement and (iii) acknowledges that he or she has reviewed and agreed to each Addendum hereto. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH REQUIRES THE BINDING ARBITRATION OF DISPUTES AND WAIVES RIGHTS TO JURY TRIALS AND CLASS ACTIONS. This Agreement will become a binding contract upon execution by Customer and TPx.

f x _____

Agreed by: Customer Signature	_____	Date	_____
Customer Name (Print)	_____	Title	_____
_____	_____	_____	_____
Sales Representative Name	_____	Phone	_____

v092019



Customer Contact Authority

TPx Communications has an obligation, and Customer has a right, under federal or state law to protect the confidentiality of your Customer Proprietary Network Information (CPNI). CPNI includes information relating to the quantity, technical configuration, type, destination, location and amount of use of the services Customer purchases from TPx. You can help prevent unauthorized access to that information by indicating below the parties authorized to access that information.

Authority Levels:

R/W/A: (Read/Write/All) Grants full authority to request information and place orders. Includes access to usage and network configuration. Also known as a Super User.

R/W/B: (Read/Write/Bill) Grants authority to ask questions about billing issues and request bill related changes. Also known as Account Restricted.

R/W/O: (Read/Write/Orders) Allows access to information about the network configuration and is authorized to place orders including reconfigures, moves, adds, changes, new locations, etc.

R/T: (Read/Trouble) Can report trouble on accounts and receive network configuration information.

PRIMARY ACCOUNT AUTHORITY/ AUTHORIZED SIGNEE				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
ALTERNATE PRIMARY ACCOUNT AUTHORITY				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
AGENT CONTACT			COMPANY NAME		
Name		Title			
Phone		Cell		Email	
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract					
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
VOICE VENDOR			COMPANY NAME		
Name		Title			
Phone		Cell		Email	
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract					
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					
DATA VENDOR			COMPANY NAME		
Name		Title			
Phone		Cell		Email	
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract					
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT					

"I grant permission to TPx to provide access to CPNI to the authorized account contacts listed above subject to the designated authority level."

NAPA, CITY OF
Company Legal Name

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

v040117



Equipment Addendum

This Equipment Addendum (this "Equipment Addendum") amends and modifies the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) (referred to herein, as so amended and modified, as the "Agreement") between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx") and Customer.

This Equipment Addendum governs both devices supplied by TPx as well as Customer-provided devices (all such devices collectively referred to herein as "Equipment"), and which said Equipment is used in conjunction with any of TPx's Services. The Equipment may be: (1) purchased by Customer from TPx via a single payment, (2) purchased by Customer from TPx via installment purchase, (3) rented by Customer from TPx, (4) provided by Customer.

1. EQUIPMENT ACQUISITION

Devices used in conjunction with any of TPx's Services (referred to herein as "Equipment") may be: (i) purchased by Customer from TPx via a single payment, (ii) purchased by Customer from TPx via installment purchase, (iii) rented by Customer from TPx, or (iv) provided by Customer for use with the TPx Services. Any Equipment governed by this Equipment Addendum that is provided pursuant to any of clauses (i) through (iii) above will be described on one or more schedules substantially in the form of Exhibit I hereto delivered from time to time at the time of purchase (or other provisioning) thereof by TPx to Customer and authorized or otherwise confirmed by Customer (each, a "Delivered Equipment Schedule"). The specific provisioning option with respect to each item of Equipment that is provided pursuant to any of clauses (i) through (iii) above will be indicated on the related Delivered Equipment Schedule. The terms of each Delivered Equipment Schedule shall be, and hereby are, fully incorporated by reference herein.

2. PURCHASED EQUIPMENT

The following terms apply to Equipment purchased from TPx:

- a. **Condition of Sale.** The terms and conditions of sale contained herein supersede all agreements made and purchase orders submitted to and accepted by TPx.

b. **Payment Terms**

- i. For a single Payment Purchase under \$3,000, the full Equipment purchase balance, along with shipping and handling costs and applicable taxes, are invoiced at the time of delivery and due by the "pay by" date on the first invoice.
- ii. For a single payment purchase over \$3,000:
 - (A) 50% of the total amount for Equipment purchased is due with contract acceptance.
 - (B) The remaining Equipment purchase balance, along with shipping and handling costs and applicable taxes, are invoiced at the time of delivery and due by the "pay by" date on the first invoice.
- iii. Initial payments may be remitted by mail, via check, along with the signed Service Agreement, to:

TPx
3300 N Cimarron Rd
Las Vegas, NV 89129
Attn: Receivables
- iv. Initial payments may be remitted over the phone via check or credit card. A member of the Customer Financial Service team will contact you directly to take your prepayment when the signed Service Agreement is being validated.
- v. For the installment payment purchase option:
 - (A) Installment payments will be added to each monthly invoice delivered to Customer under Section 2(e) of the Terms and Conditions Attachment to the Agreement, for the duration of the Initial Service Term, spread evenly over the total number of months contracted, in the amount(s) to be shown on the related Delivered Equipment Schedule(s).
 - (B) If, prior to the end of the Service Term, Services associated with any Equipment purchased via this Equipment Addendum are terminated for any reason, Customer shall remain liable for all remaining installment payments for the affected Equipment.
 - (C) Customer's obligations to make payments under any installment purchase of Equipment are separate and independent from Customer's obligations to make payments on the Services.

- (D) Customer agrees that the right of TPx to receive installment payments relating to the Equipment purchased via this Equipment Addendum may be sold, transferred or otherwise assigned by TPx without consent.
- c. **Credit Allowances.** Credits granted by TPx for the interruption of services may not be applied to Equipment purchases or payments due or to become due under the Agreement (including this Equipment Addendum).
- d. **Certain Waivers.** Notwithstanding any provision contained in the Agreement (including this Equipment Addendum) to the contrary, it is agreed by the parties that:
- i. Customer agrees not to assert any claim, set-off, recoupment, withholding or defense against TPx, any of its affiliates or its assignees or designees, that Customer may have against TPx, its affiliates or its assignees or designees, as applicable, in connection with the Agreement or any other agreement pursuant to which TPx (or any of its affiliates or designees) provides services to Customer or against the manufacturer of any equipment obtained under this Equipment Addendum;
 - ii. any assignee to which TPx shall assign its right to payments hereunder shall not have any obligation or responsibility to Customer pursuant to the Agreement (including this Equipment Addendum), and any such payment assignment shall not relieve TPx of any of its obligations hereunder and thereunder;
 - iii. CUSTOMER AGREES THAT ITS OBLIGATION TO MAKE ALL PAYMENTS WHEN DUE IN ACCORDANCE WITH THE AGREEMENT (INCLUDING THIS ADDENDUM) SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER;
 - iv. where Customer does not make any payments under the Agreement (including this Equipment Addendum) pursuant to any of the foregoing conditions, TPx, as service provider pursuant to the Agreement, shall have the right to terminate Customer's right to use and receive the software and any maintenance pursuant to the Agreement; and
 - v. any affiliates, assignees or designees of TPx, and any collateral agent, administrative agent, or subsequent receivables purchaser is an intended third party beneficiary of the Agreement (including this Equipment Addendum) and therefore entitled to enforce the terms of the Agreement (including this Equipment Addendum) directly against Customer. Customer agrees that notwithstanding anything in the Agreement (including this Equipment Addendum), TPx and its assignees may at any time and without notice further assign the payments owing hereunder, in whole or in part.
- e. **Ownership of Equipment.** As the owner of the Equipment, Customer is the beneficiary of any applicable warranty and is responsible for all taxes, insurance and risk of loss related to the Equipment.
- f. **Acceptance.** Customer acknowledges acceptance of the Equipment upon delivery.
- g. **Equipment Purchase Cancellation.** Customer may cancel an Equipment purchase within twenty-four (24) hours of signing this Equipment Addendum. Notification of order cancellation must be emailed to billing@tpx.com. Cancellation of orders after twenty-four (24) hours will result in an order cancellation charge equal to 10% of the total amount for Equipment purchased.
- h. **Shipping Charges and Taxes.** Customer is responsible for all delivery or shipping charges, installation charges, and applicable taxes.
- i. **Warranty on Purchased Equipment.**
- i. Maintenance of Equipment. TPx will provide maintenance and support for Equipment purchased from TPx, including software updates and patches, for as long as Customer maintains its associated Service with TPx.
 - ii. TPx Replacement Obligation. For Equipment purchased from TPx, TPx will replace any failed devices for as long as Customer maintains its associated Service, Customer's account remains in good standing, TPx has reasonable access to replacement Equipment, and Customer returns the Equipment in accordance with the terms stated within the manufacturer warranty; provided that TPx and Customer agree that Customer's obligations to make payments on the Services, on the one hand, and Customer's obligations to make payments on the Equipment purchased through an installment purchase option, on the other hand, are separate and distinct obligations of Customer and are subject to Section 2(d) of this Equipment Addendum. The replacement item may be a new or reconditioned device of equal or comparable value. The TPx replacement obligation starts when Equipment is delivered to Customer, lasts for the duration Customer maintains an associated Service, and overlaps the manufacturer's warranty. It covers accidental damage, liquid damage, or any Equipment defect. Associated shipping and/or service order fees may apply.
- (A) Exclusions. Lost or stolen Equipment, or Equipment that appears to be damaged by intent, gross negligence or willful or reckless treatment shall not be covered under any TPx's replacement obligation.
- (B) TPx's Sole Obligation. TPx's sole obligation with respect to Equipment is to repair the Equipment, deliver to Customer an equivalent replacement Equipment, or if neither of the two foregoing options is reasonably available, TPx may, in its sole discretion, refund to Customer the purchase price paid for the Equipment. Replacement Equipment may be new or reconditioned. The foregoing is Customer's sole remedy, and TPx's sole obligation, with regard to defective Equipment.

iii. Return / Exchange Policy for Purchased Equipment.

(A) Returns and Exchanges. Should it be necessary to return Equipment, Customer may return it for a refund or exchange, excluding any shipping charges and subject to a restocking fee of twenty-five (\$25.00) dollars per unit, within thirty (30) days after delivery. Defective Equipment may be repaired or exchanged for the same or equivalent model only, at TPx's discretion. All returned Equipment must be unregistered, in complete original manufacturer's packaging, same condition as sold, with all accessories, literature, instructions, documentation and blank warranty cards.

(B) Exclusions. No returns will be allowed on: phone accessories or headsets, network cabling, original manufacturer computers, computer products, or software once opened.

3. **RENTED EQUIPMENT**

The following terms apply to Equipment rented from TPx:

- a. **Rental Payments.** Customer is responsible for all rental payments for Equipment rented from TPx. Customer agrees to pay the charges for this rental upon receiving billing for same.
- b. **Rental Period.** The rental period will begin on the date the Equipment is delivered to Customer and continue until the date the Equipment is returned to TPx or Customer converts the Equipment to a purchase.
- c. **Use of Equipment.** Customer agrees that the Equipment will be used solely by Customer, only at the address(es) designated, and solely for the purpose for which the Equipment was manufactured and intended unless TPx consents to other use. SUB-LEASING OR SUB-LETTING IS PROHIBITED without written consent of TPx.
- d. **Loss of Equipment.** If the Equipment is lost or stolen while rented under this Agreement, Customer shall be responsible for new replacement cost together with the ordinary rental fees due.
- e. **Return of Equipment.** Customer agrees to return, on termination of the Agreement or on request from TPx, the rented Equipment to TPx in the same condition as it was received, ordinary wear and tear excepted. Ordinary wear and tear includes: fading of text on buttons or keys due to use; nicks and scratches that do not affect use of the Equipment; adhesive left by the removal of tape or stickers; and any damage to the handset cord or cabling. In the event Customer fails to return the Equipment to TPx, Customer will be responsible for the new replacement cost of the Equipment.
- f. **Ownership of Equipment.** It is understood and agreed that all rented Equipment remains, at all times, the property of TPx.
- g. **Support and Replacement for Rented Equipment.**
 - i. Maintenance of Equipment. TPx will provide reasonable maintenance and support for rented Equipment, including software updates and patches and failure due to manufacturer defect, faulty software, or ordinary wear and tear.
 - ii. Replacement Obligation for Rented Equipment. For Equipment rented from TPx, TPx will replace any failed Equipment for the duration of the rental period, provided Customer's account remains in good standing, TPx has reasonable access to replacement Equipment, and Customer returns the Equipment in accordance with the terms stated within the manufacturer warranty. The replacement Equipment may be new or reconditioned Equipment of equal or comparable value. The TPx replacement obligation starts when Equipment is delivered to Customer, lasts for the duration of the rental period, and overlaps the manufacturer's warranty. It covers accidental damage, liquid damage, or any equipment defect. Associated shipping fees may apply.
 - iii. Replacement Exclusions. Lost or stolen Equipment or Equipment that shows repeated damage, shall not be covered under any TPx's replacement obligation. Customer agrees to pay for any and all damages, from any such cause, resulting to the Equipment while rented under this Agreement, and/or the replacement cost of the lost, stolen, or damaged Equipment, together with the ordinary rental fees due until payment in full.
 - iv. Early Termination. If, prior to the end of the Initial Term, Customer decreases the quantities of any rental Equipment by returning the Equipment to TPx for any reason, a restocking fee of twenty-five (\$25.00) dollars per unit will be applied.

4. **HARDWARE CLAIMS POLICY FOR ALL EQUIPMENT PURCHASED OR RENTED FROM TPX**

For all Equipment purchased or rented from TPx, it is expected that the customer will inspect the Equipment carefully as to content and conditions upon receipt. All claims for damaged or missing items must be reported to TPx within two (2) business days of receipt of Equipment. In the event a package arrives damaged, it is the responsibility of Customer to contact TPx to inspect the package to assure full refund or replacement. All packaging must be retained until the problem is resolved.

5. **CUSTOMER PROVIDED EQUIPMENT**

If Customer has requested that TPx enable access for Customer-provided Equipment to operate with TPx's Service, and that Equipment is not prohibited by TPx, TPx may, at its sole discretion, enable access of that Equipment to a TPx service, subject to

the following terms and conditions:

- a. **Risks and Liabilities.** Customer acknowledges and accepts all risks and liability associated with configuring Customer-provided Equipment to use TPx's associated service or services.
- b. **No Configuration or Troubleshooting of Customer Provided Equipment.** Customer acknowledges that TPx will not provide any configuration or troubleshooting support on issues related to or caused by Customer-provided Equipment, other than to confirm that the associated user is properly configured within TPx's platform.
- c. **No Detrimental Equipment.** TPx reserves the right to change authentication settings, block or remove Customer-provided devices, de-activate user accounts, or take other reasonable action in order to maintain the security and integrity of its systems and network, and to remove or block any Equipment deemed detrimental to TPx or its customers, at TPx's sole discretion.

6. OTHER EQUIPMENT

For clarity, except for Equipment purchased by Customer as expressly set forth in a Service Agreement, all Equipment remains the property of TPx and will be promptly returned to TPx in good working condition, excluding ordinary wear and tear, upon termination or expiration of the Term. If Customer does not return said property within thirty (30) days following termination of the Service(s), Customer agrees to pay to TPx the manufacturer's current list price for such hardware and software within ten (10) days of notice from TPx of such failure. Monies paid for Service(s) are not payments for Equipment unless explicitly stated on Customer's invoice.

7. LIMITATION OF LIABILITY.

WITHOUT LIMITING ANY LIMITATION OF LIABILITY IN SUBSECTION (d) OF SECTION 5 OF THE TERMS AND CONDITIONS ATTACHMENT TO THE AGREEMENT, TPX LIABILITY IS LIMITED TO THE MONETARY VALUE OF THE EQUIPMENT PURCHASED OR ONE MONTH'S RENTAL FEE OF THE EQUIPMENT RENTED.

SCHEDULE 1

Section A Customer Information

NAPA, CITY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: ☐ Corporation ☐ General Partnership ☐ LLP ☐ LLC ☐ Sole Proprietorship

State Organized _____

1539 1st St Napa, CA 94559

Billing Address

Section B Acceptance

By signing below, the person signing on behalf of Customer personally represents and warrants to TPx that he or she has the authority and power to sign on behalf of Customer and bind Customer to the Agreement (including this Equipment Addendum). THE AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS. The Agreement (including this Equipment Addendum) shall become a binding contract upon execution by Customer and acceptance by TPx.

ELECTRONIC CONTRACTING AND SIGNATURE ACKNOWLEDGMENT. To the extent that Customer executes the Agreement and/or the Equipment Addendum electronically, Customer agrees that (i) the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) is an electronic contract executed by Customer using Customer's electronic signature, (ii) Customer's electronic signature signifies Customer's intent to enter into the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) and that the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) be legally valid and enforceable in accordance with its terms to the same extent as if Customer had executed the Agreement (including this Equipment Addendum) using its written signature and (iii) the authoritative copy of the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by TPx for the storage of authoritative copies of electronic records, which shall be deemed held by TPx in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by TPx as the original (the "Paper Contract"), then Customer acknowledges and agrees that (1) Customer's signing of the Agreement (including this Equipment Addendum) with Customer's electronic signature also constitutes issuance and delivery of such Paper Contract, (2) Customer's electronic signature associated with the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule), when affixed

to the Paper Contract, constitutes Customer's legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, Customer's obligations will be evidenced by the Paper Contract alone.

X _____

Agreed by: Customer Signature

_____ Date

Customer Name (Print)

_____ Title

SCOTT CLARK

Sales Representative Name

_____ Phone

Example of EXHIBIT I
[FORM OF] DELIVERED EQUIPMENT SCHEDULE
To be completed upon delivery of equipment

Reference is made to the Equipment Addendum (the "Equipment Addendum") relating to the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) (referred to herein, as so amended and modified, as the "Agreement") between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx") and [CUSTOMER] ("Customer"), which Equipment Addendum was executed and accepted by Customer on [DATE].

This schedule (this "Schedule") is a "Delivered Equipment Schedule" contemplated by the Equipment Addendum and shall be part of and subject to the Equipment Addendum for all purposes automatically and without further action by any person upon TPx's delivery of this Schedule together with the Equipment described below and Customer's authorization or other confirmation hereof in electronic form or otherwise.

TPx has provided Customer with the specified type and amount of Equipment at the prices and terms and conditions listed below, and Customer shall accept and pay for the Equipment under the Equipment Addendum as supplemented by this Schedule, the Agreement and any related Addendums that follow that govern this Schedule, the Equipment Addendum and the related Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA).

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

I. The following Equipment will be purchased by Customer from TPx via a single payment (as contemplated by clause (i) under Section 1 of the Equipment Addendum):

Quantity	Item description	Price per unit	Total purchase amount/price

II. The following Equipment will be purchased by Customer from TPx via installment purchase (as contemplated by clause (ii) under Section 1 of the Equipment Addendum):

Quantity	Item description	Price per unit	Total purchase amount/price	Number of installment payments	Amount of monthly payment (*)

(*) As contemplated by Section 2(b)(v)(A) of the Equipment Addendum, installment payments will be added to each monthly invoice delivered to Customer under Section 2(e) of the Terms and Conditions Attachment to the Agreement (the "Terms and Conditions"). As contemplated by Section 2(g) of the Terms and Conditions, each monthly invoice shall be due and payable upon presentation, and shall become past due after the Pay By Date printed on the invoice.

III. The following Equipment will be rented by Customer from TPx (as contemplated by clause (iii) under Section 1 of the Equipment Addendum):

Quantity	Item description	Monthly recurring charge per unit	Total monthly recurring charge

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Letter of Agency (LOA)

Only required when porting Local and/or Long Distance

Current Carrier(s) AT&T

Company Legal Name (Customer)

NAPA, CITY OF

Service Address (Street, City, State, Zip)

Billing Address (Street, City, State, Zip)

1539 1st St Napa, CA 94559

Billing Telephone Numbers SEE ATTACHED☒ Customer Service Records

To: Current Carrier(s) Listed Above

Subject: The Customer identified above hereby authorizes TPx Communications to act as its agent in dealing with local companies listed above for porting telephone numbers or changing carriers.

☒ Service Change ☐ New Service

I authorize TPx to act as our agent with respect to the telephone number(s) listed above to (1) change our telecommunications carrier from current carrier(s) or (2) initiate new service.

Local Service, IntraLata (local toll) Carrier _____

InterLata (long distance) Carrier _____ or

I want to retain my existing LD carrier on some or all of my telephone numbers

Specify Intra and InterLata PIC for each telephone number(s) provided to TPx

I understand that only one telecommunications carrier may be designated as my primary interexchange carrier for any one telephone number for each (a) IntraLATA Toll and (b) InterLATA Long Distance services. I also understand that if I select no primary interexchange carrier (NO PIC), I will be unable to make IntraLATA Toll and/or InterLATA long distance calls except by using casual dialing. I understand that any change in my primary carrier selection may involve a charge.

Contact Name (print) _____ Title _____

Customer Signature _____ Date _____

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Terms and Conditions

IMPORTANT: THIS CONTRACT INCLUDES A PROVISION REGARDING BINDING ARBITRATION. SEE SECTION 6 BELOW. THIS CONTRACT REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES, AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS, AS STATED IN THE "RESOLUTION OF DISPUTES" PROVISION (SECTION 6 BELOW), WHICH YOU SHOULD READ IN ITS ENTIRETY. YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING INSTRUMENT AND AGREE TO ABIDE BY ITS TERMS.

1. General

(a) These Terms and Conditions are part of the Master Service Agreement (referred to as "Agreement") between Customer (referred to as "you" and "your") and U.S. TelePacific Corp. and/or its affiliated companies (collectively referred to as "we", "us" and "our"). Services are offered to you by us either under Tariffs (documents which list services, prices and other terms and conditions) filed with the Federal Communications Commission (FCC) and state regulatory agencies having jurisdiction over the Services ("Tariffed Services"), or on a non-Tariffed basis. Tariffs are available online at www.tpx.com/tariffs. All services provided under this Agreement are collectively referred to as the "Services." In the event that the rates, terms and conditions in this Agreement conflict at any time with those set forth in our federal and/or state Tariffs applicable to the Services, the rates, terms and conditions of the Tariffs shall control. The rates, terms and conditions of Tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, we will publish a Price List and related terms and conditions on our website (www.tpx.com/rates) which will become part of this Agreement.

(b) We may increase the rates in this Agreement for non-Tariffed Services to pass through any price increases imposed on us by the providers of the underlying facilities used to provide the Services or, in the case of long distance services, by our wholesale providers of such services. We may also change the rates, terms and conditions applicable to non-Tariffed Services ("Revisions") by giving you at least thirty (30) days prior written notice and posting such Revisions to our website at www.tpx.com/notices. You will receive notice of the Revisions in your monthly invoice at least thirty (30) days prior to the effective date of any change. You shall then have thirty (30) calendar days from the date of the aforementioned invoice to provide us with written notice that the Revisions to changed terms or conditions adversely affect your use of the Service(s). If after said notice, we are able to verify such adverse effect and are able to eliminate said adverse effect, we shall provide you with a written addendum to this Agreement to confirm your assent to our elimination of the adverse effect on your Service(s). However, if we are unable reasonably to eliminate the Revision's impact on such Service(s), we will send you written notice of our inability to reasonably eliminate the Revision's impact, and then you may terminate the impacted Service(s) without further obligation to us beyond the termination date, including termination charges, if any. This shall be your sole and exclusive remedy for changed terms or conditions. If you do not notify us in writing of your election to terminate the affected Service(s) for changed terms or conditions within five (5) business days after receipt of written notice of our inability to reasonably eliminate the Revision's impact, you will be deemed to have consented to the changes and to a continuation of the Service(s), subject to the Revisions. If we materially increase the rates applicable to any of our non-tariffed Services, except for pass-through rate increases, you may terminate the affected Service(s) without further obligation beyond the termination date, including termination charges, if any, provided you notify us in writing before the effective date of the rate increase. If you do not notify us in writing of your election to terminate the affected Service(s) for increase in rates prior to the effective date of the rate increase, you will be deemed to have consented to the changes and to a continuation of the Service(s) subject to the Revisions.

(c) Under certain conditions, you may request that installation of Services be expedited by agreeing to pay an Expedite Fee. No projected date for expedited installation is guaranteed. Payment of the Expedite Fee only earns an advanced priority for your installation process and installation is not entirely in



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our control. No credit or refund of the Expedite Fee will be made for delay of the installation date beyond the projected or requested date. A list of Expedite Fees and other charges for Changes to Services ordered are available at: www.tpx.com/rates.

(d) A change in the manner in which we deliver Services to you may result in an increase in rates for those Services. Also, if a portion of your Services require a third party vendor, an additional charge for special construction may apply. If we cannot deliver Services to you at the rates you have agreed to pay because of the cost of the technology used or construction required to deliver the Services, including an acceptable profit margin, we will notify you in writing of that fact before any change in the technology used and seek your consent to a change in the rates or additional charge under this Agreement. If you do not provide us with written notice of your refusal to consent to the increased rate within five (5) business days after receipt of such notice, during which time we may delay the installation of any change in technology, we may consider your lack of objection to the increase in rate or additional charge to be your consent to the increased rate or additional charge for the Services under this Agreement. If you object to such increase or charge within the period provided, you or we may terminate the Agreement on written notice without further obligation beyond the date of termination, including for termination charges.

2. Term, Billing, and Payment

(a) **Effective Date.** This Agreement is effective when it has been signed by you and accepted by TPx Communications either by execution on behalf of TPx Communications or by TPx Communications commencing the Services delivery process. Upon approval, we will begin as soon as practicable the installation, connection and testing of the circuits and/or equipment necessary to provide the Services.

(b) **Term.** The initial term of this Agreement ("Initial Term") will begin the date we provide notice to you that the Services are available for your use. This Agreement will continue in effect for the entire Term chosen on the Service Agreement and for any subsequent Renewal Term. The Initial Term or Renewal Term (also referred to herein and on the Service Agreement as "Service Term") will automatically renew for successive Renewal Terms ("Automatic Renewal Term") of one (1) year each thereafter, unless terminated as provided in Section 4 of this Agreement. However, you may renew Services for a Renewal Term prior to the completion of the Initial Term. The beginning of this Non-Automatic Renewal Term is the date of the first invoice after the Service Renewal is entered into our billing system. You may order additional services at your existing Service Location(s) under this Agreement for which Service(s) shall have an Initial Term coterminous with the Initial or Renewal Term of the existing Service(s) at said Service Location, subject to our acceptance. Services for additional Service Locations may also be ordered, subject to our acceptance, under this Agreement. The Initial Term for additional Services ordered for additional Service Locations will begin the date we provide notice to you that the services are available for your use, will continue in effect for the entire Term specified on the Service Agreement for the additional Services and shall automatically renew for successive periods of one (1) year each after the end of the Initial Term of the additional Services (each successive period being a Renewal Term for those additional Services), unless terminated as provided in Section 4 of this Agreement. The Terms and Conditions of this Agreement shall extend automatically, following termination, to cover the remaining Term of any Services provided. See Section 4 of this Agreement for additional terms and conditions applicable to terminations and Renewal Terms, including the rates during Renewal Terms.

(c) **Billing.** We will begin invoicing you for the Services and other charges after we give you notice that the Services are installed and available for your use and will continue invoicing you on a monthly basis until the Agreement is terminated. We will bill monthly recurring charges in advance and usage charges after the usage occurs. You are responsible for all Other Charges and Government Fees and Taxes which will be separately listed on each invoice. We may require, in our sole discretion, that you provide a deposit or other assurance of payment before the Services are provided and/or thereafter. Any required deposit shall not bear interest unless required by law. If you delay acceptance of the Services after



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receiving notice that Services are available, we may, in our sole discretion, begin invoicing you for the ordered Services. If you continue to delay acceptance of the Services for more than sixty (60) days after the date the Services are available, you will have materially breached this Agreement, and we will be entitled to terminate this Agreement without further notice and to pursue the remedies in Section 4 of this Agreement.

(d) **Back-billing.** We will endeavor to bill you for charges on a timely basis. However, unless proscribed by state regulation, you shall nevertheless be liable for all charges irrespective of any delay in billing, whether due to error, lack of necessary data, negligence or any other reason. No such delay shall constitute a basis for a claim of waiver, estoppel or other excuse of your obligation to pay our charges, irrespective of the length of the delay. Nothing herein shall toll the running of any statute of limitations applicable to such obligations.

(e) **Payment.** Invoices are due and payable upon presentation, and become past due after the Pay By Date printed on the invoice. If you have a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), you shall pay all amounts not in dispute by the Pay By Date and provide us with a written request for a billing adjustment, together with all supporting documentation, within forty-five (45) days after the Pay By Date or your right to any billing adjustment shall be waived. If we agree to adjust all or a portion of the Disputed Amount, you will not be obligated to pay a late payment charge on the adjusted amount. If you fail to pay all non-Disputed charges on our invoice by the Pay By Date, we may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. We may also suspend your services until all delinquent amounts, including late payment charges, are paid in full. An additional charge will apply to each returned check. Payment must be made in U.S. Dollars.

(f) If the Initial Term is for sixty (60) months or more and Services have been installed for at least twenty-four (24) months, Customer may provide TPx Communications at retention@tpx.com with a bona fide, written quote of a lower monthly charge for a term at least equivalent to the remaining months in the Initial Term from a competitive carrier for the identical Services with the same terms as provided pursuant to this Agreement and all Addendums, one time, and TPx Communications shall have thirty (30) calendar days after receipt of the bona fide written quote to match or beat the competitive carrier's offer. "Identical," as used herein, is to be narrowly construed to mean the Services and all terms and conditions must be the same in all material respects. If for any reason TPx Communications fails to provide the Services at the lower rate, Customer may terminate the Services without liability for early termination.

3. Your Obligations

(a) **Equipment.** Devices used in conjunction with any of TPx's Service (referred to herein as "Equipment") may be: (1) purchased by Customer from TPx via a single payment, (2) purchased by Customer from TPx via Installment Purchase, (3) rented by Customer from TPx, or (4) provided by Customer for use with the TPx Services. Terms and conditions relating to Equipment are provided in the Equipment Addendum to this Agreement www.tpx.com/Equipment-Addendum.pdf.

(b) **Building Access.** You shall obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by us prior to installation of Service and while Service is provided.

(c) **Responsibility for Message Content.** You are solely responsible for all content that you make available on or through our Services. You guarantee that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(d) **Use of Services.** You will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to our network. Your proper



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use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request and are displayed at our web site at www.tpx.com/acceptable-use-policy. The AUP may be amended from time to time. If we materially change the AUP, you shall be provided the same right to notification and cancellation provided in Section 1(b) of this Agreement.

(e) **Third-Party Obligations.** You are responsible to pay any third-party vendor charges for third party vendors you retain such as retaining a vendor for installation of necessary inside wiring. Also, you are responsible to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s). Disconnection of such services may not be delegated to us.

(f) **Network Security.** You acknowledge that it is your responsibility to take whatever actions you deem necessary to make your computer and voice network and circuits adequately secure from unauthorized access. You further acknowledge that we only provide telecommunications services and certain equipment to you and that we are not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network. Read and follow the Fraud Guidelines provided at www.tpx.com/fraud-guidelines. Failure to follow the steps provided may result in a greater likelihood that your network will be exposed to fraud. Also, we urge you to seek independent advice with respect to products, equipment (including configurations), and services available to make your computer network and circuits more secure from third parties.

YOU FURTHER ACKNOWLEDGE THAT NONE OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF YOUR NETWORK OR THE SERVICES WE PROVIDE THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 3(f).

4. Automatic Renewals; Terminations; Rights and Remedies

(a) This Agreement and any orders for Services submitted under it shall remain in effect until terminated as stated in this Section 4. After the Initial Term, this Agreement will automatically renew for successive periods of one year each at our rates then in effect for your Services unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow this Agreement to renew for a successive Term. However, after providing such notice, if you continue to use Service(s), by your continued use, you are agreeing to continue to receive and pay for Service(s) under this Agreement on a month-to-month basis. However, even after termination of this Agreement for Services ordered for the original Service Location(s) or additional Service Location(s) covered by this Agreement, the Terms and Conditions of this Agreement will automatically extend to cover any remaining Terms or Service Agreements for any additional Services to additional Service Locations which have not expired. The Term of any such additional Service Agreements shall be subject to the same automatic renewal and termination notice provisions as are contained in this Agreement. If either party gives the other party the required notice of a decision not to allow the Agreement or the Term of any additional Services to additional Service Locations to renew at the expiration of a Term, actual termination of Services will not occur until the later of the end of the then-current Term or thirty (30) days after receipt of that notification. If you elect to terminate the Agreement or any orders for Services before Services are installed and available for your use, you must do so in writing, and you shall pay to TPx Communications as a pre-installation charge ("Cancellation Charge") an amount equal to: (1) the non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid, (2) if your Services require a third party that we contract with to provide some or all of the underlying services, a charge from the third party, which as a result of your cancellation, we become obligated to pay, and (3), if this Agreement is for a Term of one year, an amount equal to three times the one month recurring charges, or, if this Agreement is for a Term of more than one year, an amount equal to six times the one month recurring charges. You agree that such a termination charge is a reasonable amount because, among



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other reasons, it would be difficult or impossible to calculate the exact amount of damages suffered by us if you terminate this Agreement or any orders for Services.

(b) Either party may terminate this Agreement upon thirty (30) day notice if the other party materially breaches the terms and conditions of this Agreement and the other party fails to cure the default within the 30-day period, including, but not limited to, your failure to pay our invoices for the Services by the Pay By Date. If you terminate this Agreement after our material breach, then you will be responsible only for charges for the period before the date of termination. If, however, we terminate this Agreement as a result of your material breach, or you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall pay to us a termination charge as follows:

(i) If Service Term is equal to or less than thirty-six (36) months:

(A) If the effective date of the termination occurs before the last year of the Initial or Renewal Term, we will determine the termination charge (also referred to herein as "ETF") as though you had elected an Initial Term ending within the Term year in which you terminate ("Revised Alternate Term"). For example, if you terminate in the 13th month of a three year Term, the Revised Alternate Term would be two years. We will also determine the monthly recurring charge ("MRC") that would have applied if you had chosen the Revised Alternate Term when you first selected a Term ("Default MRC"). You will then pay us a termination charge equal to: (1) the non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); (2) the difference between the monthly recurring charges you actually paid for the terminated Services through the effective date of termination and the Default MRCs that would have applied under a Revised Alternate Term; and (3) fifty percent (50%) of the Default MRCs for the period starting with the effective date of termination and ending on the expiration of the Revised Alternate Term. If your Services require a third party to provide some or all of the underlying services, in addition to the termination charge calculation stated above, you shall pay a charge from the third party, which as a result of your termination we become obligated to pay for the portion of your Service provided by a third party.

(B) If the effective date of the termination occurs during the last year of the Initial or Renewal Term, you will pay us a termination charge equal to: (1) The non-recurring charges for the terminated Services, even if those charges had been initially waived (only applies during Initial Term); and (2) 50% of the monthly recurring charges for the period starting with the effective date of termination and ending on the expiration of the Initial or Renewal Term.

(ii) If Service Term is greater than thirty-six (36) months, the ETF will be calculated as specified in section 4, paragraph (b) subparagraph (i) above for a termination within the first thirty-six (36) months. Thereafter, for terminations after the thirty-sixth (36th) month, the ETF will be twenty-five percent (25%) of the remaining months of MRCs.

If you terminate this Agreement or any Services provided to you for any reason other than our material breach, you shall provide us with written notice to retention@tpx.com thirty (30) days in advance, and the effective date of the termination will be the end of that thirty (30) day notice period for purposes of determining the remaining time over which the termination charge will be calculated. If you do not give us that notice, then the effective date of termination shall be the date we terminate this Agreement. For partial months, remaining monthly recurring charges will be determined on a prorated basis.

(c) If you request that we move your Services from your current Service Location to a different Service Location, you may incur a non-recurring charge ("Move Charge"). The Move Charge may include (i) a termination charge which, as a result of your termination, we become obligated to pay to a third party provider of the underlying facilities, and (ii) installation charge at the new Service Location. Also, a new Term may apply to any Services moved to a new Service Location.



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All termination charges are due and payable immediately on the effective date of termination (including the 50% of remaining monthly recurring charges), and are in addition to any monthly recurring charges, usage charges and other charges due as of effective date of termination.

You agree that each of the above termination charges is a reasonable amount to compensate us for lost MRCs and usage charges following termination. You agree because, among other reasons, it would be difficult or impossible to calculate the exact amount of such damages suffered by us if you terminate this Agreement or any orders for Services.

(d) In addition to any other recoveries we are entitled to, we shall be entitled to recover from you for undisputed payment delinquencies all of the costs we incur (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by you along with all other damages we incur as a result of your breach or other termination of this Agreement, including without limitation termination charges, past due recurring and usage charges, any damage to our equipment, any promotional credits provided to you and any amounts we have to pay to third parties because of violations by you of our AUP. Notwithstanding the foregoing, if you are determined to be the prevailing party, you shall be entitled to recover reasonable attorneys' fees and court costs.

(e) Sections 4–6 of this Agreement, inclusive of sub-sections, shall survive any termination or expiration of this Agreement.

5. Warranty Disclaimer, Limitation of Liability and Indemnity

(a) WARRANTY DISCLAIMER. WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES), UNDER ANY THEORY INCLUDING WITHOUT LIMITATION TORT, CONTRACT, WARRANTY, STATUTE, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) Credit Allowances for Interruption of Service. If an interruption or failure of Service is caused solely by us and not by you or any third party agent, carrier, vendor, employee, or representative of yours or other causes beyond our reasonable control, you may be entitled to a credit allowance not to exceed an amount equivalent to the proportionate charge to you for the affected Service for the time period from the time of your report to us of the Service interruption to the time Service is restored, not to exceed in any month, the total monthly recurring charge owed by you for the affected Service in that month. The specific service levels, related credits and steps you must take to apply for credits are available on our website at www.tpx.com/sla. We shall not be liable for any act or omission of any other entity furnishing you with facilities or equipment used with the Services, nor shall we be liable for any damages or losses due in whole or in part to your fault or negligence or due in whole or in part to the failure of equipment or facilities that you provide.

(c) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS). ACCORDINGLY, NOTWITHSTANDING THE PROVISIONS OF SUB-SECTION (a) OF THIS



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SECTION 5. OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE LESSER OF (1) YOUR PROVEN DIRECT DAMAGES, (2) THE AMOUNTS YOU PAID TO US FOR THE SERVICES DURING THE PERIOD IN WHICH ANY SERVICE-RELATED PROBLEMS WERE EXPERIENCED, OR (3) THE CREDITS AVAILABLE TO YOU UNDER OUR TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS APPLY TO ALL DISPUTES, CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(d) Indemnification. You will defend, indemnify and hold us harmless (including our officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or relating to your use of the Services. This indemnity will not be available if the damage or loss is due to our willful or reckless acts or omissions. Subject to the limitation of liability set forth in sub-section (c) of this Section, we will defend, indemnify and hold you harmless (including your officers, directors, employees, agents, licensees or contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to our delivery of the Services to you. This indemnity will not be available if the damage or loss is due to your willful or reckless acts or omissions.

6. Resolution of Disputes: Binding Arbitration (Jury Trial Waiver), No Class or Representative Actions or Arbitrations

(a) Binding Arbitration of Any and All Disputes. **By entering into this Agreement, you and we waive any right to a jury trial, or the right to have any dispute resolved in any court, and instead accept the use of binding arbitration.** As used in this Agreement, "dispute" means any cause of action, claim, case, and/or controversy of any kind arising out of or in any way related to this Agreement, any amendments or addenda to this Agreement, and/or the subject matter of this Agreement.

(b) No Class or Representative Actions or Arbitrations. **You and we expressly agree that any dispute is personal to us, and any such dispute shall only be resolved by an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding unless such agreement is not consistent with applicable state law. Neither party agrees to class arbitration, or an arbitration where a person brings a dispute as a representative of any other person or persons except where not permitted by applicable state law. Neither you nor we agree that a dispute can be brought as a class or representative action whether inside or outside of arbitration, or on behalf of any other person or persons.**

(c) The Federal Arbitration Act Applies. This Agreement affects interstate commerce and the enforceability of Section 6 will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act ("FAA") to the maximum extent permitted by applicable law.

(d) Confidentiality. The arbitrator and the parties shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

(e) Arbitration Procedures. If you and we cannot resolve between ourselves any dispute, you and we shall promptly submit the dispute to binding arbitration at the office of the American Arbitration Association ("AAA") located in the City or County of the state where the services are provided, or, if there is no AAA office at that location, then at the AAA office closest to where the services are provided. Either party may initiate arbitration by providing written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by the commercial arbitration rules of the AAA ("AAA Rules") to the AAA. Any party paying the administrative fee may recover the fee if awarded by the arbitrator. The arbitration will be held in accordance with the AAA Rules as modified by this Agreement.



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The AAA Rules, and other information about the AAA and arbitration, are readily available at www.adr.org, by calling 1-800-778-7879, or by mail at 120 Broadway, Floor 21, New York, NY 10271. By entering into this Agreement, you either (1) acknowledge that you have read and understand the AAA Rules or (2) waive reading the AAA Rules and waive any claim that the current AAA Rules are unfair in any way. You and we agree that the AAA Rules shall be subject to the terms of this Agreement, changes in procedures that the AAA may make from time to time in its AAA Rules or successor rules to its AAA Rules, and the following modifications:

- (i) As limited by the FAA, the terms of this Agreement, and the applicable AAA Rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the dispute; provided, however, that this power shall not include: (a) the power to determine the question of arbitrability, which power you and we agree shall be vested solely in a court of competent jurisdiction; or (b) the power to conduct a class or representative action or arbitration, which is prohibited by the terms of this Agreement as stated above (Section 6(b)).
- (ii) To the maximum extent permitted by applicable law, each party shall bear the cost of preparing and presenting its case in an arbitration unless the arbitration award provides otherwise.
- (iii) One arbitrator will be appointed in accordance with the AAA rules within 30 calendar days of the submission of the demand for arbitration. The arbitrator will designate the time and place for hearings as soon as practicable after the arbitrator is appointed.
- (iv) The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, our applicable tariffs, if any, and any other applicable law. In making any award, the arbitrator will be restricted by the Limitation of Liability provisions in this Agreement (Section 5(c)), and will not be entitled to award, nor shall either party be entitled to receive, punitive, incidental, exemplary, consequential, reliance or special damages, including damages for lost profits; provided, however, that if the enforceability of any of these restrictions is limited by the applicable substantive law or by the AAA Rules, that restriction will only be enforced to the extent permitted by such law or rules.

7. Miscellaneous Provisions

(a) **Assignment and Succession.** You may not assign or transfer this Agreement without our prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns.

(b) **Governing Law.** With the exception that the enforceability of Section 6 is governed both procedurally and substantively by the FAA (as stated above), this Agreement shall be construed pursuant to the laws of the state where (i) the preponderance of services are provided (as determined by MRCs) and (ii) we are certificated to provide telecommunication services without regard to the conflicts of law provisions thereof.

(c) **Force Majeure.** We shall not be liable for any failure of performance of the Services due to causes beyond our control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, network attacks, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over us or the Services provided hereunder.

(d) **Entire Agreement and Modifications.** This Agreement and all other documents specifically referred to in this Agreement constitute the entire and final agreement and understanding between you and us



Terms and Conditions

with respect to the subject matter of this Agreement and supersede all prior agreements relating to such subject matter, which are of no further force or effect. Any and all exhibits referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by both your and our duly authorized representatives or by a written notice of change pursuant to Section 1(b) hereof.

(e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision shall be deemed amended to the minimum extent necessary to render it enforceable.

(f) **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(g) **Waiver.** Under no circumstances shall either party's failure to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision.

(h) **Notices.** All notices from you to us must be in writing and delivered by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to: U.S. TelePacific Corp., Attn. General Counsel, 515 S. Flower Street, 45th Floor, Los Angeles, CA 90071-2201. If you are notifying us that you do not wish to renew Services, your written notice may be by a letter delivered in that manner or by an email to: retention@tpx.com.

(i) **Limitation on Actions.** Any legal action (including but not limited to arbitration) arising in connection with this Agreement must be commenced within two (2) years after the cause of action arises.

8. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, you may terminate this Agreement without any further obligation if the Services we provide are not substantially performing up to industry standards during the first ninety (90) days the Services are available for your use. If you elect to terminate the Agreement pursuant to this guarantee, we will reimburse you for all reasonable costs you incurred to re-establish service with another service provider not to exceed the amount that you paid to us for installation of the Services. This Service Guarantee only applies if: (a) the cause of the Service deficiency was within our reasonable control; (b) you ordered at least the amount of Services that we recommended to meet your traffic volumes; (c) you give us written notice of the deficiency within the first ninety (90) days after we notified you the Services are available for your use, and (d) we fail to correct the Service deficiency within fifteen (15) days after receiving written notice from you of the deficiency.



TPx Communications Service Level Agreement (SLA) Packet-Based Services

1. General

- a. TPx Communications is committed to providing its customers with the highest quality communications services. As a result, TPx will provide network service level remedies for the following categories, if applicable, for the listed services and features below purchased by the Customer:

• Network Availability	• Packet Delivery
• Time to Repair	• Packet Delay Variation
• Service Response Time	• UCx Availability
• Latency	• SmartVoice Availability
• High Availability Network and CPE	• Single Availability Network and CPE
- b. These guarantees apply to those services that use TPx's Local Access Circuit and Core Network for the delivery of its voice and/or data services, as well as TPx services delivered over customer-provided local access transport if TPx provides Customer Premises Equipment (CPE) and other equipment for those specific TPx services. Local Access Circuit and services provided directly to the customer by an independent local access transport service provider, such as Internet or other services, are not covered by this SLA. TPx-provided cellular network access is covered under this SLA only if sufficient real-time signal strength and bandwidth are available from the cellular provider to support the TPx services that will access it. These services are described in Section 3 below. For integrated services over the same access circuit, the SLA will only apply to the service affected by the impairment.
- c. TPx service is interrupted or impaired when it falls below the performance specifications of this SLA due to failure of the TPx network, equipment, or facility component used to provide service under this SLA. An interruption or impairment period begins when the customer reports an inoperative service to TPx, or when TPx notifies the customer of such interruption or impairment and the service is made available' by the customer to TPx for testing and repair. The interruption ends when TPx notifies the customer that the service is operative.

2. Service Credit Claim Procedure and Limitations

- a. The customer must initiate the service credit claim within 45 business days after the end of the calendar month during which the event occurred. TPx will take all measures it deems appropriate to investigate reported failures. In no event shall the combined credits for the guarantees listed above, separately or combined with any other service credit claims against TPx, exceed in any month the total Monthly Recurring Charge (MRC) owed by the customer for the affected service(s) and associated local access in that calendar month. No more than one service credit allowance shall be provided to a customer for an outage or interruption in service from a single or the same occurrence.
- b. TPx will not provide any credit allowance for service interruptions or impairments that are:
 1. Caused by the negligence of the customer or any third party not associated with TPx.
 2. Due to the failure of communications and network services, equipment, local access or systems provided by the customer or any third party not associated with TPx.
 3. During any period in which TPx does not have access to the premises where the service is located.
 4. Released to TPx for maintenance purposes, to make rearrangements or reconfigurations, or to implement an order for a change in the service during the time period that was negotiated with the customer prior to the release of that service.
 5. During planned or emergency/unplanned network maintenance activities. Planned maintenance activities are scheduled from 12 midnight to 6 AM local time, seven days per week. Unplanned, emergency network maintenance activities may occur at any time. Both of these activities could result in a customer service interruption or impairment. TPx will make every reasonable effort to minimize any customer service interruption or impairment during these activities. TPx will use reasonable efforts to notify Customer in advance of a planned or emergency maintenance that may cause an extended impairment or interruption to their services.
 6. Caused when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.



TPx Communications Service Level Agreement (SLA) Packet-Based Services

7. Caused by or related to labor difficulties, governmental orders, civil commotions, acts of terrorism, any third party not associated with TPx, criminal actions taken against TPx, acts of God, and other circumstances beyond TPx's reasonable control.
8. During periods of temporary discontinuance of service as specified in TPx's applicable tariffs, Fraud Guidelines, Acceptable Use Policy (AUP), Customer's TPx Account Agreement (TAA) and Customer Addendums.

3. SLA definitions and other relevant information

- a. **Month** is measured over any thirty (30) period.
- b. **Cellular 4G network availability** is dependent upon the cellular network provider's network bandwidth and signal strength at any point in time after the 4G service connection is placed at the customer premises by TPx or the customer. TPx will make reasonable efforts for 4G equipment placement to ensure maximum bandwidth and signal strength access according to the customer's placement requirements. After installation, TPx is not responsible under this SLA if the 4G network's performance including, but not limited to, bandwidth availability and signal strength, is not capable at any point in time to support TPx services.
- c. **Core Network** is defined as being where the Customer's Local Access Circuit is terminated to the TPx Core Network edge equipment's ingress demarcation, across our Core Network to the far end TPx Core Network edge egress demarcation. The far end is then terminated to another customer Local Access Circuit, an Internet peering point, an interconnection to the Public Switched Telephone Network, other public voice termination network, or other circuit or service that is not part of TPx's Core Network. TPx Core Network Availability Objective is TPx's calendar month goal for availability of our core network. It is calculated as the percentage of time that the core network is capable of accepting and delivering customer communications to the total time in the measurement period.
- d. **Local Access Circuit** is defined as being provided to the Customer directly by TPx and not by an independent and unaffiliated third party.
- e. **Customer local access latency** or other Customer network destination latency outside TPx's Core Network, whether on TPx- or customer-provided or another network end point, is not covered by this SLA, although TPx-provided Local Access availability is covered under Time to Repair for Network Availability. Local Access (whether provided by TPx or the Customer) and other non-TPx destination network latency varies greatly by a number of factors for each location. For further information, TPx has a latency application note available for Customer review that further addresses these factors regarding their application latency requirements.
- f. **Customer MRCs (Monthly Recurring Charges)** covered by this SLA may include Access, Port, Service, Feature and CPE according to the impact of a service outage or interruption.
- g. **Customer-provided Local Access Circuit** is defined as any Local Access Circuit at the Customer's premises that is not provided by TPx. Customer-Provided Local Access Circuits are not covered by TPx SLAs for Local Access Circuit availability. However, the services TPx provides over that circuit are covered in this SLA if: (1) the service is managed by a TPx-provided CPE, (2) the Customer-Provided Local Access Circuit is the bandwidth and quality recommended by TPx for all TPx-provided services and non-TPx bound traffic, (3) the Customer-Provided Local Access Circuit is operating within the service provider's SLA, and (4) the customer provides such SLA to TPx prior to installation of TPx services, as well as at any subsequent updates in the future, and upon our request.
- h. **High Availability CPE** is defined as multiple instances of TPx-provided equipment configured in a High Availability design. Remedies are available when all instances of TPx-provided High Availability CPE are out of service.
- i. **High Availability Local Access Network** is defined as a combination of two or more independent TPx-provided Local Access Circuits, High-Speed Internet Access (HSIA) services, and/or Customer-provided local access services terminated into TPx-provided High Availability equipment at the Customer's premises, as defined below. Remedies are available when the Customer is completely out of service. Customer-provided Local Access Circuits may be included in a High Availability Local Access Network and



TPx Communications Service Level Agreement (SLA) Packet-Based Services

this SLA, but their monthly recurring charges are not covered by this SLA's remedies for any interruption or impairment of those services or a High Availability Local access outage.

- j. **HSIA** is defined as high-speed Internet access provided by a TPx-authorized vendor. TPx services that are delivered over a fully operational HSIA service and managed by TPx-provided CPE are treated according to their respective service SLAs.
- k. **Latency** is how much time it takes for a packet of data to get from one designated Core Network PE demarcation point to another Core Network PE demarcation point as defined above, and the packet's return to its origination point across TPx's Core Network.
- l. **Measured throughput** for services at any point in time is the actual available bandwidth for Customer data which can vary from the subscribed bandwidth due to service port speed, network and application protocol overhead (such as IP, Ethernet and application headers, transmissions, retransmissions and application protocol acknowledgments, error correction and time stamps), types of traffic contending for bandwidth and their prioritization plus other factors associated with communication services and the technologies used. Measured throughput rate is also determined by the slowest link between you and the endpoint you are communicating with especially over the Internet.
- m. **Packet Availability** is the difference between the number of packets transmitted at ingress to TPx's Core Network and the total number of packets received at egress from TPx's Core Network.
- n. **Packet Delay Variation (Jitter)** is the variation in the time between individual packets arriving. Jitter is measured one-way across TPx's Core Network. SmartVoice and UCx services are covered under the Network Availability SLA Objective when the customer reports Packet Delay Variation or Jitter.
- o. **Service Response Time** is the time between when a service ticket is opened (by either TPx or the Customer), and the time when TPx begins performance of remedial services, either in person or remotely.
- p. **Single CPE** is defined as a single instance of TPx-provided CPE.
- q. **Single Local Access Circuit** is defined as a TPx-provided Local Access Circuit from the Customer's premises terminated to the TPx Core Network edge equipment's ingress demarcation and may include a TPx-provided network terminating unit. Customer-provided Local Access Circuit and CPE are not included in this definition.
- r. **SmartVoice Voice Availability** – SmartVoice objective is to be available and capable of transmitting inbound and/or outbound calls 100% of the time. The TPx voice platform includes the TPx voice switching platforms and trunking connections to the public switched telephone network (PSTN) or other public voice termination networks. Voice platform downtime shall exist when a Customer location's voice service is unable to transmit inbound and/or outbound voice calls on at least 25% of its SmartVoice subscribed call paths. Voice platform downtime is measured based on the total outage time incurred by the Customer.
- s. **Time to Repair** is the time between when the Customer first reports a service outage to TPx, or TPx notifies the customer that a trouble ticket has been opened on their behalf and the customer releases the service for repair, and when TPx notifies the customer that it is back in service.
- t. **UCx Voice Availability** – UCx's objective is to be available and capable of transmitting inbound and/or outbound calls 100% of the time. The TPx voice platform includes the TPx voice switching platforms and trunking connections to the public switched telephone network (PSTN) or other public voice termination networks. Voice platform downtime shall exist when a particular Customer location's voice service is unable to transmit inbound and/or outbound voice calls on at least 25% of its UCx subscribed seats or 25% of incoming/outgoing subscribed call path capacity. Voice platform downtime is measured based on the total outage time incurred by the Customer.
- u. TPx Service acronym definitions
 - UCx – Hosted Unified Communications
 - SmartVoice/SIP Trunking – Session Initiation Protocol Trunking Services using Voice over Internet Protocols for delivery of SIP, Primary Rate interface and Channel Associated Signaling trunking or Business Lines
 - MSR IP VPN – Managed Services Router using Internet Protocol Virtual Private Network
 - VPLS – Virtual Private Local Area Network
 - EPL – Ethernet Private Line
 - Internet/Direct Internet Access (DIA)
 - HSIA – High Speed Internet Access



TPx Communications Service Level Agreement (SLA) Packet-Based Services

- OneNet IP-VPN/MPLS – Internet Protocol Virtual Private Network using Multi-Protocol Label Switching

4. TPx SLA for Services and Networks

- a. TPx's objective for all packet-based services is 100% availability.
- b. Time to Repair (TTR) commences once the Customer or TPx opens a repair ticket, and the Customer makes the service available to TPx for repair.
- c. Services covered:
 - UCx
 - VPLS
 - SmartVoice/SIP Trunking
 - EPL
 - OneNet IP-VPN/MPLS
 - TPx Internet/DIA
 - IP VPN
 - HSIA

Service Response Time	
Time Interval Measurement	<=1 hour for all Services to begin remedial activities
Remedy	1/30 th MRC for each hour exceeding 1 hour

Core Network Availability	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

High Availability Service with a combination of Two or More TPx-Provided Local Access Circuits, HSIA's or Customer-Provided Circuits and TPx High Availability CPE	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

High Availability CPE	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

Single Local Access Circuit provided by TPx (except HSIA)	
TTR	<=4 hours
Remedy	>4 hours: 1/30 th MRC for each hour exceeding 4 hours

Single HSIA	
TTR	<=24 hours
Remedy	>24 hours: 1/30 th MRC for each 4 hours exceeding 24 hours

Single CPE	
TTR	<=24 hours
Remedy	>24 hours: 1/30 th MRC for each 4 hours exceeding 24 hours



**TPx Communications Service Level Agreement (SLA)
Packet-Based Services**

Core Network Availability	
Time Interval Measurement	Calendar Month
Remedy	1/30 th MRC for each .001% below 100%

Core Network Latency	West Central or East Regional Networks	Inter-Regional Networks (West to Central or East to Central)	National Network (Between West and East Regional Networks)
Latency (Round Trip, in milliseconds)	30 ms	50 ms	90 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each 1 ms above 30 ms average	1/30 th MRC for each 1 ms above 50 ms average	1/30 th MRC for each 1 ms above 90 ms average

Core Network Packet Delivery Availability	99.9%	99.9%	99.9%
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each full 1% below 99.9%	1/30 th MRC for each full 1% below 99.9%	1/30 th MRC for each full 1% below 99.9%

Core Network Packet Delay Variation/Jitter (One way, in milliseconds)	①Net IP-VPN, MPLS, IP VPN, VPLS and EPL services only COS 1 <=5 ms COS 2 <=7 ms	①Net IP-VPN, MPLS, IP VPN, VPLS and EPL services only COS 1 <=5 ms COS 2 <=7 ms	①Net IP-VPN, MPLS, IP VPN, VPLS and EPL services only COS 1 <=7 ms COS 2 <=14 ms
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each 2 ms above SLA for one Class of Service	1/30 th MRC for each 2 ms above SLA for one Class of Service	1/30 th MRC for each 2 ms above SLA for one Class of Service

UCx Voice Availability			
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability

SmartVoice Voice Availability			
Time Interval Measurement	Calendar Month	Calendar Month	Calendar Month
Remedy	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability	1/30 th MRC for each full hour of unavailability



MSx Services Addendum

This Addendum amends and modifies the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) ("Agreement") between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies (collectively "TPx") and Customer.

1. SCOPE OF ADDENDUM. This Addendum applies to Customer's purchases from TPx, or any of its Affiliates, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Product"). For purposes of this Addendum, "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with TPx, as the case may be. The Services to be rendered to Customer must be further described in one or more Service Agreements ("SAs"), Addendums or Scopes of Work ("SOWs"), which upon the signature by both parties is deemed incorporated into this Addendum.

2. TERM AND TERMINATION.

2.1 The Term of this Addendum will begin on the Effective Date of the Agreement and will continue until each SA, Addendum or SOW term expires or is terminated. TPx may: (a) terminate a specific SA if Customer fails to pay any applicable fees due within thirty (30) days after receipt of written notice from TPx of non-payment; and/or (b) terminate this Addendum or the Agreement if Customer commits any other material breach of this Addendum and fails to cure such breach within thirty (30) days after receipt of written notice from TPx.

2.2 If Customer terminates this Addendum or the Agreement or any SA or SOW thereunder prior to completion of the Term, Customer may be liable for a termination charge. Notwithstanding any provision to the contrary in the Agreement, Customer's particular SA, Addendum or SOW may provide a different termination charge calculation. Upon any termination of the right to use a Product, Customer will immediately uninstall (if the Product is software) and cease to use the terminated Product and, upon TPx' written request, immediately return such Product to TPx, together with all related documentation, and copies thereof. Upon written request of TPx, Customer will promptly certify in writing to TPx that all copies of the Product have been returned, and that any copies not returned have been destroyed. If a SOW is terminated, Customer will promptly pay TPx for Services rendered, and expenses incurred through the termination date. TPx may terminate any license granted for a Deliverable (as defined below) if (i) Customer does not pay TPx for that Deliverable in accordance with this Addendum, or (ii) if Customer materially breaches any part of this Addendum.

2.3 At the end of the Initial Term or subsequent renewal Term if Customer elects to discontinue Services, TPx will work in good faith to transition Services and provide Customer with all systems and data assets owned by Customer provided that Customer has provided the required thirty (30) day written notice. Any transition services provided by TPx will be billable at negotiated rates. Support during transition period is best effort.

3. PAYMENT AND DELIVERY OF SERVICES PROVIDED TO CUSTOMER PURUANT TO A SOW. Customer will pay TPx all fees due upon receipt of an invoice specifying the amounts due ("Fees"). All Fees payable under this Addendum are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Customer will pay (excluding taxes based upon the net income of TPx). All Product is FOB shipping point. All Fees will be detailed in a SA or SOW. Unless otherwise stated in a SOW, Customer agrees to pay or reimburse TPx for all actual, necessary, and reasonable expenses incurred by TPx in performance of such SOW. TPx will submit invoices to Customer for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable SOW.



4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1. **Proprietary Rights.** TPx, or its Affiliates or licensors, retains all right, title and interest in any and all intellectual property, informational, industrial property and moral rights in the Product, and copies thereof. TPx neither grants nor otherwise transfers any rights of ownership in the Product to Customer. The Product is protected by applicable copyright and trade secrets laws, and other forms of intellectual property, informational and industrial property protection.

4.2. **Product.** Customer may only use Product in accordance with the terms of this Addendum and applicable Addenda. TPx reserves all rights in and to the Product not expressly granted in this Addendum. Customer may not disassemble or reverse engineer any software Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without TPx prior written approval. Except as expressly authorized in this Addendum or an Addendum, Customer may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product (applicable installation instructions or release notes will contain the relevant details).

4.3. **Services Deliverables Licensed Under This Addendum.**

(a) **License.** Subject to the terms of this Addendum, TPx grants Customer a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other deliverables provided as part of the Services ("Deliverables") solely for its own internal use.

(b) **Third Party Software.** Any software product provided to Customer by TPx as a reseller for a third party, which is licensed to Customer under a separate software license ("Third Party License") with such third party, will continue to be governed by the Third Party License. The fulfillment of the Services will not relieve or alter the obligations or responsibilities of either party or of any third party in regard to the third party licensed software product.

(c) **Ownership.** TPx owns all right, title and interest in the Deliverables, including all intellectual property rights embodied therein. Nothing in this Addendum is intended to or will have the effect of vesting in or transferring to Customer rights in TPx or its affiliates' or its or their suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form in the course of performance of the Services, whether solely by TPx or jointly with Customer.

4.4 **Mutual Confidentiality.** This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "Discloser"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "Recipient").

(a) **Definition.** The term "Confidential Information" means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the Product; and (iii) the terms of this Addendum. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.



(b) Disclosure Restrictions. Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser.

(c) Proprietary Legends. Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser's rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Addendum.

5. WARRANTY; INDEMNIFICATION.

5.1. All Necessary Rights. If, as part of TPx performance of Services, TPx is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to TPx performance of such Services, Customer will acquire all rights necessary for TPx to perform such Services.

5.2. Limited Warranty for MSx Managed Services. TPx warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the software and IT services industry for a period of thirty (30) days from completion of the Services under the applicable SOW. Customer's exclusive remedy and TPx entire liability under this warranty will be for TPx to re-perform any non-conforming portion of the Services within a reasonable period of time, or if TPx cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services. This warranty will not apply to the extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by TPx in writing. THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

5.3. Intellectual Property Indemnity

(a) Infringement Claims. If a third party asserts a claim against Customer asserting that the Deliverables and/or TPx performance of the Services in accordance with the terms of this Addendum violates a patent, trade secret or copyright (an "Intellectual Property Right") owned by that third party ("Infringement Claim"), then TPx will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if Customer promptly notifies TPx of any Infringement Claim, TPx retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by TPx. TPx will not be liable for any expenses or settlements incurred by Customer without TPx prior written consent.

(b) Remedies. If an injunction or order is obtained against TPx performing the Services for Customer and/or Customer using the Deliverables by reason of the allegations of infringement, or if in TPx opinion the Services and/or Deliverables may violate a third party's proprietary rights, then TPx will, at its expense: (a) procure for Customer the right to continue to receive the Services and/or use the Deliverables; (b) modify or replace the Services and/or Deliverables with a compatible, functionally equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this Addendum and release Customer from its obligation to make future payments for the Services and/or Deliverables. Sections 5.1 and 5.2 contain Customer's exclusive remedies and TPx sole liability for claims of infringement.

6. Insurance.

TPx will provide and maintain during its rendition of the Services, but only for losses arising out of TPx IC work for Customer: (a) Worker's Compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services; (b) employer's liability insurance with limits of at least one million dollars (\$1,000,000) for each occurrence; (c) comprehensive/commercial general liability insurance including products liability with one million dollars (\$1,000,000) per occurrence combined single limit and two million dollars (\$2,000,000) general aggregate, including coverage for the use of



subcontractors, products liability and completed operations, and not containing an exclusion for explosion, collapse and underground coverage; (d) comprehensive motor vehicle liability insurance, including coverage for owned, hired, leased, rented and non-owned vehicles of at least one million dollars (\$1,000,000) for combined single limit for bodily injury, including death, and/or property damage; and (e) professional liability insurance covering the effects of errors and omissions in the performance of professional duties in the amount of one million dollars (\$1,000,000) for each occurrence and in the aggregate associated with Services.

7. Independent Contractor. Nothing in this Addendum will be construed to make either party an employer, employee, agent or partner of the other, and this Addendum will not be construed to create rights, express or implied, on behalf of or for the use of any party other than TPx and Customer. All of the Services performed by TPx will be performed as an independent contractor. TPx will perform such Services under the general direction of Customer, but TPx will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Addendum and applicable Statement of Work (SOW). Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. TPx will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to TPx and TPx employees.

8. Mutual Non-Solicitation. During the term of this Addendum, and for a period of six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Addendum, (b) had substantial contact with the hiring party in relation to this Addendum, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Addendum. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. The parties acknowledge and agree that a breach of this "Non-Solicitation" clause will not give rise to a right of termination of this Addendum; the party not in breach will only have the right to seek and recover direct damages from the breaching party.

9. MISCELLANEOUS PROVISIONS.

9.1. Verification. Upon TPx written request, Customer will provide TPx with a certification signed by an officer of Customer verifying that Product is being used pursuant to the terms of this Addendum, including without limitation the licensed capacity of the Product. TPx may, at its expense, audit Customer's use of Product to confirm Customer's compliance with this Addendum. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid Fees to TPx, Customer will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Customer will also pay TPx reasonable costs.

9.2. Export Controls. Customer will cooperate with TPx as reasonably necessary to permit TPx to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("Export Laws"). Customer may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

9.3. Referencing. Customer agrees that TPx and its Affiliates may refer to Customer as a customer of TPx, both internally and in externally published media. Customer also agrees to instruct appropriate personnel within its organization that Customer has agreed to receive and participate in calls, from time to time, with potential customers of TPx who wish to evaluate the technical specifications of Product.



9.4. Survival. Sections 2, 4, 5, 6 and 7 will survive the termination or expiration of this Addendum. The prevailing party in any litigation or arbitration proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

10. MSX SUPPORT SERVICES.

TPx support specialists and engineering teams are available 4am to 6pm Pacific Time Monday through Friday ("Normal Business Hours"), with after-hours and holiday issue escalation available 24/7 to on-call product specialists for platform outage level events. Weekend and Holidays support services may be available for Priority 1 levels which support may incur time and materials charges based on best efforts. TPx will respond to change requests from Customer within four (4) hours during Normal Business Hours, and will be scheduled with the next available resource. Change requests that are incomplete or require further clarification or authorization workflows will be processed once full details are provided and/or authorizations received and confirmed. Change requests that violate standard best practices and/or security best practices will be escalated to the Security Department for review and subject to Security Operations Center ("SOC") evaluation and approval. Outages, emergencies, or time sensitive requests that are received via phone calls to TPx Support will be assigned immediately and work begun within thirty (30) minutes with status update provided every two (2) hours until resolved. Emergency is defined as affecting the majority of users and their ability to perform primary duties. This priority can only be initiated via a phone call and carries with it a fifteen (15) minute response from the time the call is received by a technical resource. Diagnostics and troubleshooting procedures will begin immediately upon acknowledgement of the issue. DASH Tickets, emails, and voicemails are not accepted until the content of the request is received and acknowledged by a technical resource within the support department.

11. ONBOARDING SERVICE.

Onboarding Service is a one-time project that allows TPx and Customer to understand the current state of Customer's network/systems and what is required to stabilize existing issues prior to establishing ongoing MSx Term Services. It also includes the start-up activities necessary to help ensure that the ongoing MSx Term Services meet Customer's requirements.

11.1 Onboarding Service includes the following deliverables:

- a. Create customer "Run Book" of relevant IT/Network/Resource information.
- b. Establish Maintenance Windows for planned system downtime.
- c. Review communication and escalation procedures.
- d. Install and test system monitoring and support tools.
- e. Discover and document covered system inventories, core network information, manufacturers support contracts and contacts.
- f. Assess health of existing supported environment and deliver a report that includes results and a prioritized list of recommended actions to resolve existing issues.
- g. Optional: Resolve issues uncovered in the assessment. (Subject to additional onboarding charges).

11.2. Start date for MSx Term Services and related monthly billing will begin upon completion of Onboarding Service (as defined on SA or SOW). Onboarding Service will be provided on a best effort basis and at standard hourly rates.

11.3 One-time Onboarding Service charges are invoiced as they are incurred. Charges for ongoing MSx Term Services are invoiced monthly in advance for each upcoming service month.

11.4 The standard one-time Onboarding Service charges are fixed and include the activities detailed in the SA or SOW. Additional Onboarding Service charges may be required to implement MSx Term Service properly and bring Customer's IT technologies up to a supportable state. These Onboarding Services may include, but are not limited to, uninstalling existing anti-virus software, cabling



repair/replacement, virus cleanup, server and network equipment reconfiguration, and server and desktop patching as well as additional equipment.

11.5 Any recommended or required additional Onboarding Services and equipment will be proposed prior to initiation of the Service Term for MSx Term Services. Customer has the right to refuse additional services without penalty. Likewise, TPx has the right to terminate the support contract if Customer does not elect to enact Onboarding start up services that are recommended or required. Onboarding Service charges are non-refundable.

11.6 Parts costs, replacement equipment, and shipping are not included in Onboarding Service and will be invoiced separately.

11.7 TPx reserves the right to bill Customer under separate hourly rate for any services provided that are deemed to be non-covered services, including, but not limited to:

- a. Remediation of server or desktop issues due to client or third-party installation of non-standard or unsupported hardware, software, or peripherals.
- b. Remediation of viruses.
- c. Remediation of issues caused by Customer or third-party such as changing configurations.
- d. Remediation of issues associated with non-covered applications.
- e. Any request for service that is outside the scope of the managed services provided to Customer.
- f. Any work deemed to be out of scope will require an executed change order.

11.8 After hours support is best effort unless the parties agree to a specific Service Level Addendum.

12. This Addendum is effective only upon execution of the TAA or MSA by Customer. Each party hereto warrants and represents that this Addendum constitutes the legal, valid and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:

CITY OF NAPA, a California charter city

By: _____

Steve Potter, City Manager

CONSULTANT:

U.S. TelePacific Corp – TPx Communications

By: _____

Greg Daily, Vice President of Sales

ATTEST:

Tiffany Carranza, City Clerk

Date: _____

("Effective Date")

COUNTERSIGNED:

Joy Riesenber, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney