



Quote/Order ID: 410480

Service Agreement

SAN BENITO, COUNTY 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, including any changes to Total Monthly Recurring Charges up to five percent (5%) and/or Total Non-Recurring Charges up to five percent (5%) for Services and Equipment specified on 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 24 months. ("Term")

Customer Requested Due Date: 6/30/2021

RS ID	Title	Address	Non-Recurring	Recurring
758402	440 5Th St, Hollister CA	440 5Th St, Hollister, CA 95023-3893	\$4,306.00	\$447.40
Sub Totals			\$4,306.00	\$447.40

Installment Payment

Amount of Non-Recurring charges included in Installment Payments (24 months) (\$4,306.00)

Estimated Monthly Installment Payments (includes simple interest with a rate of 6%, applied annually) \$190.67

Total Non-Recurring Charges	_RATE_SCHEDULE_TABLE_00
Total Monthly Recurring Charges	\$638.07

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

Agreed by: Authorized TPx Representative Signature

Date

v052920



Rate Schedule #758402
440 5Th St, Hollister CA

Quote ID: 410480
5/19/2021

SAN BENITO, COUNTY OF

Good through: 5/31/2021

Address: 440 5Th St, Hollister, CA 95023-3893

The term for Service(s) being ordered is 24 months ("Term").

UCx User Bundles (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Direct Inward Dial Number -- On-Net		30	\$0.30	-	xNet	-	\$9.00
Existing DID Porting Charge -- On-Net		30	\$0.67	-	xNet	\$20.00	-
Non-Standard Discount		30	(\$0.67)	-	xNet	(\$20.00)	-
End User Connection Charge (EUCC)		24	\$3.20	-	xNet	-	\$76.80
Geo-Location Emergency System Registration -- per geo-location		1	\$6.40	-	xNet	-	\$6.40
UCx & iPBX Bundle Domestic Usage Included		24,000	\$0.00	\$0.0000	-	-	-
UCx & iPBX Domestic USA & Canada Usage -- overage per minute		1	\$0.0290	\$0.0290	-	-	-
Unlimited Local Usage		1	\$0.00	-	xNet	-	\$0.00
User Bundle Count		24	\$0.00	-	xNet	-	\$0.00
User Bundle Configuration Charge		24	\$50.00	-	xNet	\$1,200.00	-
UCx Voice User Bundle		24	\$19.95	-	xNet	-	\$478.80
Non-Standard Discount		24	(\$5.15)	-	xNet	-	(\$123.60)
\$1,200.00							\$447.40
UCx/iPBX Phone / Device Purchases (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Polycom SoundStation IP 6000 Conference Phone (2200-15600-001)		1	\$749.00	-	xNet	\$749.00	-
Non-Standard Discount		1	(\$150.00)	-	xNet	(\$150.00)	-
Polycom VVX 250 Business Media Phone		23	\$129.00	-	xNet	\$2,967.00	-
Non-Standard Discount		23	(\$20.00)	-	xNet	(\$460.00)	-
Professional Installation of Equipment		1	\$0.00	-	xNet	\$0.00	-
Customer Site Visit Charge - Includes 1 hour travel to and from		1	\$250.00	-	xNet	\$250.00	-
Non-Standard Discount		1	(\$250.00)	-	xNet	(\$250.00)	-
Phone Installation Charge - per unit		23	\$25.00	-	xNet	\$575.00	-
Non-Standard Discount		23	(\$25.00)	-	xNet	(\$575.00)	-
\$3,106.00							\$0.00

INSTALLMENT PAYMENT DETAILS

Charge Description	Total Monthly Amount	Term
User Bundle Configuration Charge	\$53.04	24
Existing DID Porting Charge -- On-Net	\$0.00	24
Polycom VVX 250 Business Media Phone	\$111.09	24
Polycom SoundStation IP 6000 Conference Phone (2200-15600-001)	\$26.54	24
Total of Monthly Payment Amounts	\$190.67	

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](#) ("Master Service Agreement") is made by and between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx"), and the [Customer](#) described below ("[Customer](#)").

Section 1 Customer Information

SAN BENITO, COUNTY OF

Company Legal Name (Individual if Sole Proprietorship)

1111 San Felipe Rd Ste 102
Hollister, CA 95023

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 SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW:

TPx Terms and Conditions set forth at www.tpx.com/terms

Service Level Agreements (SLA) set forth at www.tpx.com/sla

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf

Additionally 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](#).

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.

X _____

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

v052920



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 Roles

Primary Account Authority / Authorized Signee: This user will have full access to all CPNI data related to network configuration and usage. This user will have full administrative access for the account which includes managing account settings, viewing invoices, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports. *Only this user will be authorized to sign any Service Agreements or Equipment Addendums.* Only this user will be authorized to add "secondary" users to the authorized list.

Alternate Primary Account Authority: This user will have full access to all CPNI data related to network configuration and usage. This user will have partial administrative access for the account which includes managing account settings, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports.

Agent Contact: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Voice Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Data Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Authority Levels

R/W/A (Read/Write/All) Grants full authority to CPNI usage and network configuration data. Permits authority to request account information, view and remit payments, place and oversee orders, and initiate & manage trouble reports.

R/W/B (Read/Write/Bill) Grants authority to CPNI network configuration data in support of resolving billing related issues. Permits authority to view invoices, request invoice related changes on the account such as the billing address, and to view and remit payments.

R/W/O (Read/Write/Orders) Grants authority to CPNI network configuration data in support of order implementation. Permits authority to oversee all open orders against the account and to initiate orders against the account for existing service changes or ancillary service additions

R/W/T (Read/Trouble) Grants authority to CPNI network configuration data in support of resolving trouble on the account. Permits authority to report and look after trouble related to existing services on the account.

Primary Account Authority/ Authorized Signee				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
Alternate Primary Account Authority				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
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"/> RWT					
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"/> RWT					
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"/> RWT

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

SAN BENITO, COUNTY OF

Company Legal Name

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

v052820



Equipment Addendum - Installment Payment Purchase

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 devices supplied by TPx (devices collectively referred to herein as "Equipment"), and which said Equipment is used in conjunction with any of TPx's Services and is purchased by Customer from TPx via installment payment purchase.

1. EQUIPMENT ACQUISITION

Devices used in conjunction with any of TPx's Services (referred to herein as "Equipment") may be purchased by Customer from TPx via installment payment purchase option. Any Equipment governed by this Equipment Addendum will be described on the schedule 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 terms of each Delivered Equipment Schedule shall be, and hereby are, fully incorporated by reference herein.

2. INSTALLMENT PAYMENT PURCHASED EQUIPMENT

- 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.
- e. 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).
- f. 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.
- g. 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.
- h. Acceptance. Customer acknowledges acceptance of the Equipment upon delivery.

- i. **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.
- j. **Shipping Charges and Taxes.** Customer is responsible for all delivery or shipping charges, installation charges, and applicable taxes.
- k. **Warranty on Installment Purchase Payment 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. **Additionally, phone accessories and headsets shall not be covered under any TPx's replacement obligation. MSx service (s) equipment replacement obligation terminates when the manufacturer no longer supports the equipment.**
 - (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 and headsets, network cabling, original manufacturer computers, computer products, or software once opened.
- l. If Customer fails to approve or reject the equipment and pricing information on the Delivered Equipment Schedule after three email requests, TPx will remove the Installment Payment option for the equipment listed on the Delivered Equipment Schedule, and the total equipment cost will be due immediately from Customer.

3. **HARDWARE CLAIMS POLICY FOR ALL EQUIPMENT PURCHASED FROM TPX**

Customer must 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.

4. **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.

SCHEDULE 1

Section A Customer Information

SAN BENITO, COUNTY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: [] Corporation [] General Partnership [] LLP [] LLC [] Sole Proprietorship

State Organized _____

1111 San Felipe Rd Ste 102
 Hollister, CA 95023
 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
_____	_____
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.

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(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.

v091420



UCx International Calling

To protect our customers from international toll fraud, UCx is configured, by default, to disable all calling to international destinations.

We find that most customers only place calls within the United States. By initialing "Disable All International Destinations" we will keep this safety measure in place.

If your company would like to enable international calling you have two (2) options.

-By initialing "Enable Low Risk International Destinations", the Customer authorizes TPx to unblock International calling for all destinations except those listed below (High Risk Destinations).

-By initialing "Enable High Risk International Destinations", the Customer authorizes TPx to unblock international calling for both low and high risk destinations. High risk destinations are listed below.

Disable All International Destinations []

Enable Low Risk International Destinations []

Enable Low & High Risk International Destinations listed below []

High Risk Destinations		High Risk Destinations		High Risk Destinations	
Name	Code	Name	Code	Name	Code
Afghanistan	93	Gabonese Republic	241	Nigeria	234
Algeria	213	Gambia	220	Niue	683
Angola	244	Georgia	995	Pakistan	92
Austrailian External Territories	672	Guinea	224	Papua New Guinea	675
Benin	229	Guinea-Bissau	245	Philippines	63
Bosnia and Herzegovina	387	Inmarsat (Atlantic Ocean-East)	871	Rwanda	250
Botswana	267	Inmarsat (Atlantic Ocean-West)	874	Saint Helena	290
Burkina Faso	226	Inmarsat (Indian Ocean)	873	Sao Tome and Principe	239
Cameroon	237	Inmarsat (Pacific Ocean)	872	Senegal	221
Cape Verde	238	Kazakhstan	7	Serbia	381
Central African Republic	236	Kenya	254	Seychelles	248
Chad	235	Kiribati	686	Solomon Islands	677
Comoros	269	Lesotho	266	Somalia	252
Congo	242	Liberia	231	South Africa	27
Cook Islands	682	Madagascar	261	Sudan	249
Cote D'Ivoire	225	Malawi	265	Swaziland	268
Croatia	385	Mali	223	Tanzania	255
Democratic Republic of the Congo	243	Mauritania	222	Togolese Republic	228
Diego Garcia	246	Mauritius	230	Tunisia	216
Djibouti	253	Mayotte	269	Tuvalu	688
Equatorial Guinea	240	Mozambique	258	Uganda	256
Ethiopia	251	Myanmar	95	Uzbekistan	998
French Department and Territories in the Indian Ocean	262	Namibia	264	Wallis and Futuna	681
		Niger	227	Zambia	260
				Zimbabwe	263

By signing this form, Customer agrees that it is responsible for all authorized and unauthorized international usage charges made based on the above choice, beginning on the date this authorization form is signed.

SAN BENITO, COUNTY OF

Customer Name

Signature

Date

Name (printed)

Title

v100517



Quote/Order ID: 410477

Service Agreement

SAN BENITO, COUNTY 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, including any changes to Total Monthly Recurring Charges up to five percent (5%) and/or Total Non-Recurring Charges up to five percent (5%) for Services and Equipment specified on 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 24 months. ("Term")

Customer Requested Due Date: 6/30/2021

RS ID	Title	Address	Non-Recurring	Recurring
758398	440 5Th St, Hollister CA	440 5Th St, Hollister, CA 95023-3893	\$1,908.00	\$474.70
Sub Totals			\$1,908.00	\$474.70

Installment Payment

Amount of Non-Recurring charges included in Installment Payments (24 months) (\$1,908.00)

Estimated Monthly Installment Payments (includes simple interest with a rate of 6%, applied annually) \$84.48

Total Non-Recurring Charges	_RATE_SCHEDULE_TABLE_00
Total Monthly Recurring Charges	\$559.18

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

Agreed by: Authorized TPx Representative Signature

Date

v052920



Rate Schedule #758398
440 5Th St, Hollister CA

Quote ID: 410477
5/19/2021

SAN BENITO, COUNTY OF

Good through: 5/30/2021

Address: 440 5Th St, Hollister, CA 95023-3893

The term for Service(s) being ordered is 24 months ("Term").

UCx pricing based upon Tier 0: Minimum Commitment of 1 User Bundle

UCx Group Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Auto Attendant - Standard		1	\$36.80	-	xNet	-	\$36.80
Auto Attendant - Standard Setup Charge		1	\$25.00	-	xNet	\$25.00	-
Non-Standard Discount		1	(\$25.00)	-	xNet	(\$25.00)	-
						\$0.00	\$36.80
UCx User Bundles (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Direct Inward Dial Number -- On-Net		12	\$0.30	-	xNet	-	\$3.60
Existing DID Porting Charge -- On-Net		12	\$1.29	-	xNet	\$15.50	-
Non-Standard Discount		12	(\$1.29)	-	xNet	(\$15.50)	-
End User Connection Charge (EUCC)		12	\$3.20	-	xNet	-	\$38.40
Geo-Location Emergency System Registration -- per geo-location		1	\$6.40	-	xNet	-	\$6.40
UCx & iPBX Bundle Domestic Usage Included		12,000	\$0.00	\$0.0000	-	-	-
UCx & iPBX Domestic USA & Canada Usage -- overage per minute		1	\$0.0290	\$0.0290	-	-	-
Unlimited Local Usage		1	\$0.00	-	xNet	-	\$0.00
User Bundle Count		12	\$0.00	-	xNet	-	\$0.00
User Bundle Configuration Charge		12	\$50.00	-	xNet	\$600.00	-
UCx Voice User Bundle		10	\$19.95	-	xNet	-	\$199.50
Non-Standard Discount		10	(\$5.15)	-	xNet	-	(\$51.50)
UCx with Cisco Webex Elite		2	\$24.95	-	xNet	-	\$49.90
Non-Standard Discount		2	(\$2.00)	-	xNet	-	(\$4.00)
Voicemail Transcription - Standard		12	\$4.00	-	xNet	-	\$48.00
						\$600.00	\$290.30
UCx/iPBX Phone / Device Purchases (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Polycom VVX 250 Business Media Phone		12	\$129.00	-	xNet	\$1,548.00	-
Non-Standard Discount		12	(\$20.00)	-	xNet	(\$240.00)	-
Professional Installation of Equipment		1	\$0.00	-	xNet	\$0.00	-
Customer Site Visit Charge - Includes 1 hour travel to and from		1	\$250.00	-	xNet	\$250.00	-
Non-Standard Discount		1	(\$250.00)	-	xNet	(\$250.00)	-

Phone Installation Charge - per unit	12	\$25.00	-	xNet	\$300.00	-
Non-Standard Discount	12	(\$25.00)	-	xNet	(\$300.00)	-
\$1,308.00						\$0.00
TPx Complete Bundle - Virtual Fax (Install)	Description	Qty	Each	Usage	Type	NRC
	Virtual Fax	12	\$12.00	-	xNet	- \$144.00
	Direct Inward Dial Number -- On-Net	12	\$0.30	-	xNet	- \$3.60
	New DID Installation Charge -- On-Net	12	\$1.03	-	xNet	\$12.40 -
	Non-Standard Discount	12	(\$1.03)	-	xNet	(\$12.40) -
	Virtual Fax - Setup	12	\$10.00	-	xNet	\$120.00 -
	Non-Standard Discount	12	(\$10.00)	-	xNet	(\$120.00) -
\$0.00						\$147.60

INSTALLMENT PAYMENT DETAILS

Charge Description	Total Monthly Amount	Term
User Bundle Configuration Charge	\$26.52	24
Existing DID Porting Charge -- On-Net	\$0.00	24
Polycom VVX 250 Business Media Phone	\$57.96	24
New DID Installation Charge -- On-Net	\$0.00	24
Total of Monthly Payment Amounts	\$84.48	

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.



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 Roles

Primary Account Authority / Authorized Signee: This user will have full access to all CPNI data related to network configuration and usage. This user will have full administrative access for the account which includes managing account settings, viewing invoices, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports. *Only this user will be authorized to sign any Service Agreements or Equipment Addendums.* Only this user will be authorized to add "secondary" users to the authorized list.

Alternate Primary Account Authority: This user will have full access to all CPNI data related to network configuration and usage. This user will have partial administrative access for the account which includes managing account settings, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports.

Agent Contact: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Voice Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Data Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Authority Levels

R/W/A (Read/Write/All) Grants full authority to CPNI usage and network configuration data. Permits authority to request account information, view and remit payments, place and oversee orders, and initiate & manage trouble reports.

R/W/B (Read/Write/Bill) Grants authority to CPNI network configuration data in support of resolving billing related issues. Permits authority to view invoices, request invoice related changes on the account such as the billing address, and to view and remit payments.

R/W/O (Read/Write/Orders) Grants authority to CPNI network configuration data in support of order implementation. Permits authority to oversee all open orders against the account and to initiate orders against the account for existing service changes or ancillary service additions

R/W/T (Read/Trouble) Grants authority to CPNI network configuration data in support of resolving trouble on the account. Permits authority to report and look after trouble related to existing services on the account.

Primary Account Authority/ Authorized Signee				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
Alternate Primary Account Authority				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
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"/> RWT					
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"/> RWT					
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"/> RWT

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

SAN BENITO, COUNTY OF

Company Legal Name

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

v052820



Equipment Addendum - Installment Payment Purchase

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 devices supplied by TPx (devices collectively referred to herein as "Equipment"), and which said Equipment is used in conjunction with any of TPx's Services and is purchased by Customer from TPx via installment payment purchase.

1. EQUIPMENT ACQUISITION

Devices used in conjunction with any of TPx's Services (referred to herein as "Equipment") may be purchased by Customer from TPx via installment payment purchase option. Any Equipment governed by this Equipment Addendum will be described on the schedule 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 terms of each Delivered Equipment Schedule shall be, and hereby are, fully incorporated by reference herein.

2. INSTALLMENT PAYMENT PURCHASED EQUIPMENT

- 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.
- e. 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).
- f. 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.
- g. 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.
- h. Acceptance. Customer acknowledges acceptance of the Equipment upon delivery.

- i. **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.
- j. **Shipping Charges and Taxes.** Customer is responsible for all delivery or shipping charges, installation charges, and applicable taxes.
- k. **Warranty on Installment Purchase Payment 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. **Additionally, phone accessories and headsets shall not be covered under any TPx's replacement obligation. MSx service (s) equipment replacement obligation terminates when the manufacturer no longer supports the equipment.**
 - (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 and headsets, network cabling, original manufacturer computers, computer products, or software once opened.
- l. If Customer fails to approve or reject the equipment and pricing information on the Delivered Equipment Schedule after three email requests, TPx will remove the Installment Payment option for the equipment listed on the Delivered Equipment Schedule, and the total equipment cost will be due immediately from Customer.

3. **HARDWARE CLAIMS POLICY FOR ALL EQUIPMENT PURCHASED FROM TPX**

Customer must 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.

4. **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.

SCHEDULE 1

Section A Customer Information

SAN BENITO, COUNTY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: [] Corporation [] General Partnership [] LLP [] LLC [] Sole Proprietorship

State Organized _____

1111 San Felipe Rd Ste 102
Hollister, CA 95023

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
_____	_____
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.

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(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.

v091420



UCx International Calling

To protect our customers from international toll fraud, UCx is configured, by default, to disable all calling to international destinations.

We find that most customers only place calls within the United States. By initialing "Disable All International Destinations" we will keep this safety measure in place.

If your company would like to enable international calling you have two (2) options.

-By initialing "Enable Low Risk International Destinations", the Customer authorizes TPx to unblock International calling for all destinations except those listed below (High Risk Destinations).

-By initialing "Enable High Risk International Destinations", the Customer authorizes TPx to unblock international calling for both low and high risk destinations. High risk destinations are listed below.

Disable All International Destinations []

Enable Low Risk International Destinations []

Enable Low & High Risk International Destinations listed below []

High Risk Destinations		High Risk Destinations		High Risk Destinations	
Name	Code	Name	Code	Name	Code
Afghanistan	93	Gabonese Republic	241	Nigeria	234
Algeria	213	Gambia	220	Niue	683
Angola	244	Georgia	995	Pakistan	92
Austrailian External Territories	672	Guinea	224	Papua New Guinea	675
Benin	229	Guinea-Bissau	245	Philippines	63
Bosnia and Herzegovina	387	Inmarsat (Atlantic Ocean-East)	871	Rwanda	250
Botswana	267	Inmarsat (Atlantic Ocean-West)	874	Saint Helena	290
Burkina Faso	226	Inmarsat (Indian Ocean)	873	Sao Tome and Principe	239
Cameroon	237	Inmarsat (Pacific Ocean)	872	Senegal	221
Cape Verde	238	Kazakhstan	7	Serbia	381
Central African Republic	236	Kenya	254	Seychelles	248
Chad	235	Kiribati	686	Solomon Islands	677
Comoros	269	Lesotho	266	Somalia	252
Congo	242	Liberia	231	South Africa	27
Cook Islands	682	Madagascar	261	Sudan	249
Cote D'Ivoire	225	Malawi	265	Swaziland	268
Croatia	385	Mali	223	Tanzania	255
Democratic Republic of the Congo	243	Mauritania	222	Togolese Republic	228
Diego Garcia	246	Mauritius	230	Tunisia	216
Djibouti	253	Mayotte	269	Tuvalu	688
Equatorial Guinea	240	Mozambique	258	Uganda	256
Ethiopia	251	Myanmar	95	Uzbekistan	998
French Department and Territories in the Indian Ocean	262	Namibia	264	Wallis and Futuna	681
		Niger	227	Zambia	260
				Zimbabwe	263

By signing this form, Customer agrees that it is responsible for all authorized and unauthorized international usage charges made based on the above choice, beginning on the date this authorization form is signed.

SAN BENITO, COUNTY OF

Customer Name

Signature

Date

Name (printed)

Title

v100517



Quote/Order ID: 406588

Service Agreement

SAN BENITO, COUNTY 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, including any changes to Total Monthly Recurring Charges up to five percent (5%) and/or Total Non-Recurring Charges up to five percent (5%) for Services and Equipment specified on 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 24 months. ("Term")

Customer Requested Due Date: 6/30/2021

RS ID	Title	Address	Non-Recurring	Recurring
755356	440 5Th St, Hollister CA	440 5Th St, Hollister, CA 95023-3893	\$14,923.08	\$1,394.74
Sub Totals			\$14,923.08	\$1,394.74

Installment Payment

Amount of Non-Recurring charges included in Installment Payments (24 months)	(\$14,923.08)	
Estimated Monthly Installment Payments (includes simple interest with a rate of 6%, applied annually)		\$661.13

Total Non-Recurring Charges	_RATE_SCHEDULE_TABLE_00
Total Monthly Recurring Charges	\$2,055.87

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

Agreed by: Authorized TPx Representative Signature

Date

v052920



Rate Schedule #755356
440 5Th St, Hollister CA

Quote ID: 406588
5/19/2021

SAN BENITO, COUNTY OF

Good through: 5/30/2021

Address: 440 5Th St, Hollister, CA 95023-3893

The term for Service(s) being ordered is 24 months ("Term").

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 500		1	\$1,908.00	-	xNet	\$1,908.00	-
MSx WAN - Optimum 500M		1	\$455.00	-	MSx	-	\$455.00
Non-Standard Discount		1	(\$45.50)	-	MSx	-	(\$45.50)
MSR - Prof Installation		1	\$500.00	-	MSx	\$500.00	-
CPC/ OTT		1	\$0.00	-	MSx	-	\$0.00
UCx - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00
TPx 4G LTE - Secondary		1	\$110.40	-	xNet	-	\$110.40
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	\$40.00	-	xNet	-	\$40.00
Non-Standard Discount		1	(\$2.90)	-	xNet	-	(\$2.90)
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Non-Standard Discount		1	(\$4.60)	-	MSx	-	(\$4.60)
\$2,408.00							\$587.40
MSx Networks (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
Optimum - Fully Managed		12	\$0.00	-	MSx	-	\$0.00
Access Point Physical Installation		12	\$150.00	-	MSx	\$1,800.00	-
Non-Standard Discount		12	(\$75.00)	-	MSx	(\$900.00)	-
MR36		12	\$628.26	-	xNet	\$7,539.12	-
Optimum Enterprise (MR36)		12	\$50.72	-	MSx	-	\$608.64
Meraki PoE Injector		12	\$106.43	-	xNet	\$1,277.16	-
Professional Installation (Wifi)		12	\$225.00	-	MSx	\$2,700.00	-
Non-Standard Discount		12	(\$112.50)	-	MSx	(\$1,350.00)	-
MS120 24 port		1	\$1,198.80	-	xNet	\$1,198.80	-

Optimum (MS120 24 port)	1	\$53.70	-	MSx	-	\$53.70	
Professional Installation (Switch)	1	\$500.00	-	xNet	\$500.00	-	
Non-Standard Discount	1	(\$250.00)	-	xNet	(\$250.00)	-	
						\$12,515.08	\$662.34
Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 200 x 10 Mbps (ICB Code: XE_UF)		1	\$145.00	-	xNet	-	\$145.00
						\$0.00	\$145.00

INSTALLMENT PAYMENT DETAILS

Charge Description	Total Monthly Amount	Term
Multi Services Router 500	\$84.56	24
MSR - Prof Installation	\$22.16	24
MR36	\$334.08	24
Meraki PoE Injector	\$56.52	24
Professional Installation (Wifi)	\$59.76	24
Access Point Physical Installation	\$39.84	24
MS120 24 port	\$53.13	24
Professional Installation (Switch)	\$11.08	24
Total of Monthly Payment Amounts	\$661.13	

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.



Must include Service Agreement

This Master [Service Agreement](#) ("Master Service Agreement") is made by and between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx"), and the [Customer](#) described below ("[Customer](#)").

Section 1 Customer Information

SAN BENITO, COUNTY OF

Company Legal Name (Individual if Sole Proprietorship)

1111 San Felipe Rd Ste 102
Hollister, CA 95023

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 SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW:

TPx Terms and Conditions set forth at www.tpx.com/terms

Service Level Agreements (SLA) set forth at www.tpx.com/sla

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf

MSx Service Addendum set forth at www.tpx.com/MSx-Service.pdf

Additionally 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](#).

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.

X _____

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

v052920



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 Roles

Primary Account Authority / Authorized Signee: This user will have full access to all CPNI data related to network configuration and usage. This user will have full administrative access for the account which includes managing account settings, viewing invoices, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports. *Only this user will be authorized to sign any Service Agreements or Equipment Addendums.* Only this user will be authorized to add "secondary" users to the authorized list.

Alternate Primary Account Authority: This user will have full access to all CPNI data related to network configuration and usage. This user will have partial administrative access for the account which includes managing account settings, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports.

Agent Contact: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Voice Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Data Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Authority Levels

R/W/A (Read/Write/All) Grants full authority to CPNI usage and network configuration data. Permits authority to request account information, view and remit payments, place and oversee orders, and initiate & manage trouble reports.

R/W/B (Read/Write/Bill) Grants authority to CPNI network configuration data in support of resolving billing related issues. Permits authority to view invoices, request invoice related changes on the account such as the billing address, and to view and remit payments.

R/W/O (Read/Write/Orders) Grants authority to CPNI network configuration data in support of order implementation. Permits authority to oversee all open orders against the account and to initiate orders against the account for existing service changes or ancillary service additions

R/W/T (Read/Trouble) Grants authority to CPNI network configuration data in support of resolving trouble on the account. Permits authority to report and look after trouble related to existing services on the account.

Primary Account Authority/ Authorized Signee				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
Alternate Primary Account Authority				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
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"/> RWT					
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"/> RWT					
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"/> RWT

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

SAN BENITO, COUNTY OF

Company Legal Name

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

v052820



Equipment Addendum - Installment Payment Purchase

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 devices supplied by TPx (devices collectively referred to herein as "Equipment"), and which said Equipment is used in conjunction with any of TPx's Services and is purchased by Customer from TPx via installment payment purchase.

1. EQUIPMENT ACQUISITION

Devices used in conjunction with any of TPx's Services (referred to herein as "Equipment") may be purchased by Customer from TPx via installment payment purchase option. Any Equipment governed by this Equipment Addendum will be described on the schedule 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 terms of each Delivered Equipment Schedule shall be, and hereby are, fully incorporated by reference herein.

2. INSTALLMENT PAYMENT PURCHASED EQUIPMENT

- 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.
- e. 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).
- f. 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.
- g. 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.
- h. Acceptance. Customer acknowledges acceptance of the Equipment upon delivery.

- i. **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.
- j. **Shipping Charges and Taxes.** Customer is responsible for all delivery or shipping charges, installation charges, and applicable taxes.
- k. **Warranty on Installment Purchase Payment 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. **Additionally, phone accessories and headsets shall not be covered under any TPx's replacement obligation. MSx service (s) equipment replacement obligation terminates when the manufacturer no longer supports the equipment.**
 - (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 and headsets, network cabling, original manufacturer computers, computer products, or software once opened.
- l. If Customer fails to approve or reject the equipment and pricing information on the Delivered Equipment Schedule after three email requests, TPx will remove the Installment Payment option for the equipment listed on the Delivered Equipment Schedule, and the total equipment cost will be due immediately from Customer.

3. **HARDWARE CLAIMS POLICY FOR ALL EQUIPMENT PURCHASED FROM TPX**

Customer must 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.

4. **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.

SCHEDULE 1

Section A Customer Information

SAN BENITO, COUNTY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: [] Corporation [] General Partnership [] LLP [] LLC [] Sole Proprietorship

State Organized _____

1111 San Felipe Rd Ste 102
 Hollister, CA 95023
 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
_____	_____
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.

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(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.

v091420



Quote/Order ID: 410479

Service Agreement

SAN BENITO, COUNTY 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, including any changes to Total Monthly Recurring Charges up to five percent (5%) and/or Total Non-Recurring Charges up to five percent (5%) for Services and Equipment specified on 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 24 months. ("Term")

Customer Requested Due Date: 6/30/2021

RS ID	Title	Address	Non-Recurring	Recurring
758400	440 5Th St, Hollister CA	440 5Th St, Hollister, CA 95023-3893	\$763.00	\$342.31
Sub Totals			\$763.00	\$342.31

Installment Payment

Amount of Non-Recurring charges included in Installment Payments (24 months) (\$763.00)

Estimated Monthly Installment Payments (includes simple interest with a rate of 6%, applied annually) \$33.81

Total Non-Recurring Charges	_RATE_SCHEDULE_TABLE_00
Total Monthly Recurring Charges	\$376.12

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

Agreed by: Authorized TPx Representative Signature

Date

v052920



Rate Schedule #758400
440 5Th St, Hollister CA

Quote ID: 410479
5/19/2021

SAN BENITO, COUNTY OF

Good through: 5/30/2021

Address: 440 5Th St, Hollister, CA 95023-3893

The term for Service(s) being ordered is 24 months ("Term").

UCx pricing based upon Tier 0: Minimum Commitment of 1 User Bundle

UCx Group Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Auto Attendant - Standard		1	\$36.80	-	xNet	-	\$36.80
Auto Attendant - Standard Setup Charge		1	\$25.00	-	xNet	\$25.00	-
Non-Standard Discount		1	(\$25.00)	-	xNet	(\$25.00)	-
						\$0.00	\$36.80
UCx User Bundles (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Direct Inward Dial Number -- On-Net		7	\$0.28	-	xNet	-	\$1.96
Existing DID Porting Charge -- On-Net		7	\$2.04	-	xNet	\$14.25	-
Non-Standard Discount		7	(\$2.04)	-	xNet	(\$14.25)	-
End User Connection Charge (EUCC)		7	\$3.20	-	xNet	-	\$22.40
Geo-Location Emergency System Registration -- per geo-location		1	\$6.40	-	xNet	-	\$6.40
UCx & iPBX Bundle Domestic Usage Included		7,000	\$0.00	\$0.0000	-	-	-
UCx & iPBX Domestic USA & Canada Usage -- overage per minute		1	\$0.0290	\$0.0290	-	-	-
Unlimited Local Usage		1	\$0.00	-	xNet	-	\$0.00
User Bundle Count		7	\$0.00	-	xNet	-	\$0.00
User Bundle Configuration Charge		7	\$50.00	-	xNet	\$350.00	-
Non-Standard Discount		7	(\$50.00)	-	xNet	(\$350.00)	-
UCx with Cisco Webex Elite		7	\$24.95	-	xNet	-	\$174.65
Non-Standard Discount		7	(\$2.00)	-	xNet	-	(\$14.00)
Voicemail Transcription - Standard		7	\$4.00	-	xNet	-	\$28.00
						\$0.00	\$219.41
UCx/iPBX Phone / Device Purchases (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Polycom VVX 250 Business Media Phone		7	\$129.00	-	xNet	\$903.00	-
Non-Standard Discount		7	(\$20.00)	-	xNet	(\$140.00)	-
Professional Installation of Equipment		1	\$0.00	-	xNet	\$0.00	-
Customer Site Visit Charge - Includes 1 hour travel to and from		1	\$250.00	-	xNet	\$250.00	-
Non-Standard Discount		1	(\$250.00)	-	xNet	(\$250.00)	-
Phone Installation Charge - per unit		7	\$25.00	-	xNet	\$175.00	-

Non-Standard Discount		7	(\$25.00)	-	xNet	(\$175.00)	-	
							\$763.00	\$0.00
TPx Complete Bundle - Virtual Fax (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
	Virtual Fax	7	\$12.00	-	xNet	-	\$84.00	
	Direct Inward Dial Number -- On-Net	7	\$0.30	-	xNet	-	\$2.10	
	New DID Installation Charge -- On-Net	7	\$1.63	-	xNet	\$11.40	-	
Non-Standard Discount		7	(\$1.63)	-	xNet	(\$11.40)	-	
	Virtual Fax - Setup	7	\$10.00	-	xNet	\$70.00	-	
Non-Standard Discount		7	(\$10.00)	-	xNet	(\$70.00)	-	
							\$0.00	\$86.10

INSTALLMENT PAYMENT DETAILS

Charge Description	Total Monthly Amount	Term
Existing DID Porting Charge -- On-Net	\$0.00	24
Polycom VVX 250 Business Media Phone	\$33.81	24
New DID Installation Charge -- On-Net	\$0.00	24
Total of Monthly Payment Amounts	\$33.81	

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.



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 Roles

Primary Account Authority / Authorized Signee: This user will have full access to all CPNI data related to network configuration and usage. This user will have full administrative access for the account which includes managing account settings, viewing invoices, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports. *Only this user will be authorized to sign any Service Agreements or Equipment Addendums.* Only this user will be authorized to add "secondary" users to the authorized list.

Alternate Primary Account Authority: This user will have full access to all CPNI data related to network configuration and usage. This user will have partial administrative access for the account which includes managing account settings, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports.

Agent Contact: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Voice Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Data Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Authority Levels

R/W/A (Read/Write/All) Grants full authority to CPNI usage and network configuration data. Permits authority to request account information, view and remit payments, place and oversee orders, and initiate & manage trouble reports.

R/W/B (Read/Write/Bill) Grants authority to CPNI network configuration data in support of resolving billing related issues. Permits authority to view invoices, request invoice related changes on the account such as the billing address, and to view and remit payments.

R/W/O (Read/Write/Orders) Grants authority to CPNI network configuration data in support of order implementation. Permits authority to oversee all open orders against the account and to initiate orders against the account for existing service changes or ancillary service additions

R/W/T (Read/Trouble) Grants authority to CPNI network configuration data in support of resolving trouble on the account. Permits authority to report and look after trouble related to existing services on the account.

Primary Account Authority/ Authorized Signee				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
Alternate Primary Account Authority				<input type="checkbox"/> Do not send marketing emails	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
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"/> RWT					
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"/> RWT					
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"/> RWT

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

SAN BENITO, COUNTY OF

Company Legal Name

Authorized Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

v052820



Equipment Addendum - Installment Payment Purchase

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 devices supplied by TPx (devices collectively referred to herein as "Equipment"), and which said Equipment is used in conjunction with any of TPx's Services and is purchased by Customer from TPx via installment payment purchase.

1. EQUIPMENT ACQUISITION

Devices used in conjunction with any of TPx's Services (referred to herein as "Equipment") may be purchased by Customer from TPx via installment payment purchase option. Any Equipment governed by this Equipment Addendum will be described on the schedule 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 terms of each Delivered Equipment Schedule shall be, and hereby are, fully incorporated by reference herein.

2. INSTALLMENT PAYMENT PURCHASED EQUIPMENT

- 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.
- e. 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).
- f. 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.
- g. 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.
- h. Acceptance. Customer acknowledges acceptance of the Equipment upon delivery.

- i. **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.
- j. **Shipping Charges and Taxes.** Customer is responsible for all delivery or shipping charges, installation charges, and applicable taxes.
- k. **Warranty on Installment Purchase Payment 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. **Additionally, phone accessories and headsets shall not be covered under any TPx's replacement obligation. MSx service (s) equipment replacement obligation terminates when the manufacturer no longer supports the equipment.**
 - (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 and headsets, network cabling, original manufacturer computers, computer products, or software once opened.
- l. If Customer fails to approve or reject the equipment and pricing information on the Delivered Equipment Schedule after three email requests, TPx will remove the Installment Payment option for the equipment listed on the Delivered Equipment Schedule, and the total equipment cost will be due immediately from Customer.

3. **HARDWARE CLAIMS POLICY FOR ALL EQUIPMENT PURCHASED FROM TPX**

Customer must 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.

4. **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.

SCHEDULE 1

Section A Customer Information

SAN BENITO, COUNTY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) _____

Legal Composition: [] Corporation [] General Partnership [] LLP [] LLC [] Sole Proprietorship

State Organized _____

1111 San Felipe Rd Ste 102
Hollister, CA 95023

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
_____	_____
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.

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(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.

v091420



UCx International Calling

To protect our customers from international toll fraud, UCx is configured, by default, to disable all calling to international destinations.

We find that most customers only place calls within the United States. By initialing "Disable All International Destinations" we will keep this safety measure in place.

If your company would like to enable international calling you have two (2) options.

-By initialing "Enable Low Risk International Destinations", the Customer authorizes TPx to unblock International calling for all destinations except those listed below (High Risk Destinations).

-By initialing "Enable High Risk International Destinations", the Customer authorizes TPx to unblock international calling for both low and high risk destinations. High risk destinations are listed below.

Disable All International Destinations []

Enable Low Risk International Destinations []

Enable Low & High Risk International Destinations listed below []

High Risk Destinations		High Risk Destinations		High Risk Destinations	
Name	Code	Name	Code	Name	Code
Afghanistan	93	Gabonese Republic	241	Nigeria	234
Algeria	213	Gambia	220	Niue	683
Angola	244	Georgia	995	Pakistan	92
Austrailian External Territories	672	Guinea	224	Papua New Guinea	675
Benin	229	Guinea-Bissau	245	Philippines	63
Bosnia and Herzegovina	387	Inmarsat (Atlantic Ocean-East)	871	Rwanda	250
Botswana	267	Inmarsat (Atlantic Ocean-West)	874	Saint Helena	290
Burkina Faso	226	Inmarsat (Indian Ocean)	873	Sao Tome and Principe	239
Cameroon	237	Inmarsat (Pacific Ocean)	872	Senegal	221
Cape Verde	238	Kazakhstan	7	Serbia	381
Central African Republic	236	Kenya	254	Seychelles	248
Chad	235	Kiribati	686	Solomon Islands	677
Comoros	269	Lesotho	266	Somalia	252
Congo	242	Liberia	231	South Africa	27
Cook Islands	682	Madagascar	261	Sudan	249
Cote D'Ivoire	225	Malawi	265	Swaziland	268
Croatia	385	Mali	223	Tanzania	255
Democratic Republic of the Congo	243	Mauritania	222	Togolese Republic	228
Diego Garcia	246	Mauritius	230	Tunisia	216
Djibouti	253	Mayotte	269	Tuvalu	688
Equatorial Guinea	240	Mozambique	258	Uganda	256
Ethiopia	251	Myanmar	95	Uzbekistan	998
French Department and Territories in the Indian Ocean	262	Namibia	264	Wallis and Futuna	681
		Niger	227	Zambia	260
				Zimbabwe	263

By signing this form, Customer agrees that it is responsible for all authorized and unauthorized international usage charges made based on the above choice, beginning on the date this authorization form is signed.

SAN BENITO, COUNTY OF

Customer Name

Signature

Date

Name (printed)

Title

v100517