Quote: 624203 / City of Corpus Christi - Dash DocuSign Envelope ID: A271AF23-D594-4842-8BE3-19CDF665CBB7



Quote/Order ID: 624203

## **Service Agreement**

## City of Corpus Christi

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

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

The term for service(s) being ordered is 36 months. ("Term")

Customer Requested Due Date: 10/31/2023

RS ID	Title		Address	Non- Recurring	Recurring
109725	7 120 N TX	CHAPARRAL ST, CORPUS CHRISTI	120 N Chaparral St, Corpus Christi, TX 78401-2802	\$7,250.00	\$2,825.00
109725	8 1201	LEOPARD ST, CORPUS CHRISTI TX	1201 Leopard St, Corpus Christi, TX 78401-2120	\$0.00	\$2,700.00
			Totals	\$7,250.00	\$5,525.00

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

#### **Additional Terms:**

Fixed Pricing for Initial Term: TPx shall not increase the monthly recurring charge for Services provided to Customer during the Initial Term

Agreed by: Customer Signature	Date			
Customer Name (Print)	Title			
Lisa Wiegert	972-865-7406			
Sales Representative Name DocuSigned by:	Phone			
Dernick Flowers	11/29/2023			
Agreed By: 740H0772044Px Representative Signature	Date			
		v052920		

Approved by TPx Legal AKM



Rate Schedule #1097257 120 N CHAPARRAL ST, CORPUS CHRISTI TX Quote ID: 624203 11/27/2023

City of Corpus Christi

Good through: 12/27/2023

Address: 120 N Chaparral St, Corpus Christi, TX 78401-2802

The term for Service(s) being ordered is 36 months ("Term").

MSx WAN (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Туре	NRC	MRC
MSx WAN Optimum		1	\$0.00	-	MSx	-	\$0.00
Multi Services Router 2000		1	\$7,250.00	-	xNet	\$7,250.00	-
Inbound Internet Failover - Block of 16 (13 usable)		1	\$50.00	-	MSx	-	\$50.00
Inbound Internet Failover - Block of 256 (253 usable)		1	\$0.00	-	MSx	-	\$0.00
Inbound Internet Failover - Non Recurring Charge		1	\$0.00	-	xNet	\$0.00	-
MSx WAN - Optimum 2000M		1	\$565.00	-	MSx	-	\$565.00
MSR - Prof Installation		1	\$0.00	-	MSx	\$0.00	-
SmartVoice - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00
TPx Provided DIA		1	\$0.00	-	MSx	-	\$0.00
						\$7,250.00	\$615.00
<ul><li>Internet Services - HSIA (Insta</li></ul>	l) Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 2 x 2 Gbps (ICB Cod KB_CD)	e:	1	\$2,210.00	-	xNet	- 5	\$2,210.00
						\$0.00	\$2,210.00



Rate Schedule #1097258 1201 LEOPARD ST, CORPUS CHRISTI TX Quote ID: 624203 11/27/2023

City of Corpus Christi

Good through: 12/27/2023

Address: 1201 Leopard St, Corpus Christi, TX 78401-2120

The term for Service(s) being ordered is 36 months ("Term").

▼ MSx WAN / 2132719-SDWAN (Renewal as is) Description	Qty	Each	Usage	Type	NRC	MRC
MSx WAN Service	1	\$0.00	-	MSx	-	\$0.00
Inbound Internet Failover - Block of 16 (13 usable)	1	\$50.00	-	MSx	-	\$50.00
Inbound Internet Failover - Block of 256 (253 usable)	1	\$0.00	-	MSx	-	\$0.00
MSx WAN Optimum	1	\$0.00	-	MSx	-	\$0.00
MSx WAN - Optimum 2000M	1	\$565.00	-	MSx	-	\$565.00
SmartVoice - Related Voice Service	1	\$0.00	-	MSx	-	\$0.00
TPx Provided DIA	1	\$0.00	-	MSx	-	\$0.00
					\$0.00	\$615.00
▼ Internet Services - HSIA (Install) Description	Qty	Each	Usage	Туре	NRC	MRC
HSIA 2 x 2 Gbps (ICB Code: XF_CD)	1 \$	2,085.00	-	xNet	- 9	32,085.00
					\$0.00	2,085.00

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#### 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

#### City of Corpus Christi

Company Legal Name (Individual if Sole Proprietorship)

1201 Leopard St Corpus Christi, TX 78401 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 <a href="https://www.tpx.com/Equipment-Addendum.pdf">www.tpx.com/Equipment-Addendum.pdf</a>

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 obligations will be evidenced by the Paper Contract alone.

^				
Agreed by: Customer Signature	Date			
Cueldres Name (Bijdert	9 <sup>T#1</sup> 2-865-7406			
Sales Representative Name	Phone			

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## **Equipment Deposit Invoice**

11/27/2023

Quote Number: 624203 Invoice Number: 624203A

Customer: City of Corpus Christi 1201 Leopard St Corpus Christi, TX 78401

Amount

Due (50%): \$3,625.00

- Shipping and Handling costs for equipment purchased are not included in this invoice and will be invoiced after installation.
   Taxes if applicable will be applied and included on final invoice.
   Invoice represents approximately fifty percent (50%) of the equipment purchase. Remaining balance to be paid upon project completion and customer acceptance.

Please send payment to: TPx Communications 3300 N. Cimarron Road Las Vegas, NV 89129 Attn: Accounts Receivable

> Unopened Manufacturer Sealed Product may be returned within 30 Days Please refer to quote number in upper right corner when making payment

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