



## 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](http://www.tpx.com/rates).

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

RS ID	Title	Address	Non-Recurring	Recurring
388685	1201 Leopard St, Corpus Christi TX	1201 Leopard St, Corpus Christi, TX 78401-2120	\$11,545.00	\$5,361.08
388687	2406 LEOPARD ST, CORPUS CHRISTI TX	2406 Leopard St, Corpus Christi, TX 78408-3710	\$500.00	\$733.02
391227	120 N CHAPARRAL ST, CORPUS CHRISTI TX	120 N Chaparral St, Corpus Christi, TX 78401-2802	\$4,395.00	\$1,668.02
Sub Totals			\$16,440.00	\$7,762.12

#### Installment Payment

Amount of Non-Recurring charges included in Installment Payments (36 months)

(\$16,440.00)

Estimated Monthly Installment Payments

\$500.14

Total Non-Recurring Charges

\$0.00

Total Monthly Recurring Charges

\$8,262.26

Kim R. Baker  
Agreed by: Customer Signature

1.30.19  
Date

KIM BAKER  
Customer Name (Print)

Asst. Director of Financial Services  
Title

Alicia Woo  
Sales Representative Name

512-735-7306  
Phone

Derrick Flowers  
Agreed by: Sales Manager Signature

01/30/2019  
Date

v040117

Approved as to form: 1/30/19  
Aimee Allen Reed  
Assistant City Attorney  
For City Attorney



Rate Schedule #388685  
1201 Leopard St, Corpus Christi TX

Quote ID: 210720  
1/24/2019

CITY OF CORPUS CHRISTI

Good through: 2/23/2019

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

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

SmartVoice Trunking (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
2500 T-Pack Minute Bundle		80	\$70.00	-	xNet	-	\$5,600.00
Non-Standard Discount		80	(\$35.00)	-	xNet	-	(\$2,800.00)
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Call Paths - SmartVoice		184	\$12.00	-	xNet	-	\$2,208.00
Non-Standard Discount		184	(\$8.00)	-	xNet	-	(\$1,472.00)
PRI SmartVoice		184	\$0.00	-	xNet	-	\$0.00
Tier A Equipment		1	\$19.00	-	xNet	-	\$19.00
Caller ID (Inbound - Name & Number)		1	\$0.00	-	xNet	-	\$0.00
DID Numbers (block of 20)		8	\$5.63	-	xNet	-	\$45.00
DID Numbers (sold in blocks of 20) - Setup Charge		8	\$44.16	-	xNet	\$353.25	-
Non-Standard Discount		8	(\$44.16)	-	xNet	(\$353.25)	-
End User Connection Charge (EUCC)		184	\$2.37	-	xNet	-	\$436.08
Enterprise Trunking		1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup Charge		1	\$150.00	-	xNet	\$150.00	-
Non-Standard Discount		1	(\$150.00)	-	xNet	(\$150.00)	-
Expedite - Customer Paid		1	\$500.00	-	xNet	\$500.00	-
Outbound Calling Line ID (Name & Number)		1	\$0.00	-	xNet	-	\$0.00
						\$500.00	\$4,086.08
TPx Data Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
15M Port		1	\$474.75	-	xNet	-	\$474.75
Non-Standard Discount		1	(\$208.62)	-	xNet	-	(\$208.62)
15M Tier 3 Access (ICB Code: NS_RO)		1	\$1,783.87	-	xNet	-	\$1,783.87
Non-Standard Discount		1	(\$1,500.00)	-	xNet	-	(\$1,500.00)
No Data Service Required		1	\$0.00	-	xNet	-	\$0.00

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1/31/2019 5:40:10 PM UTC

Data Only Service - Setup Charge	1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount	1	(\$500.00)	-	xNet	(\$500.00)	-
					\$0.00	\$550.00
MSx WAN (Install) PQE Code: 277124	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 - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00 -
Non-Standard Discount		1	(\$5.00)	-	xNet	(\$5.00) -
MSx WAN Optimum		1	\$0.00	-	MSx	- \$0.00
MSx WAN - Optimum 2000M		1	\$675.00	-	MSx	- \$675.00
Multi Services Router 2000		1	\$11,000.00	-	xNet	\$11,000.00 -
Multi Service Router - Optimum Prof Installation		1	\$750.00	-	xNet	\$750.00 -
Non-Standard Discount		1	(\$750.00)	-	xNet	(\$750.00) -
SmartVoice - Related Voice Service		1	\$0.00	-	MSx	- \$0.00
TPx Provided DIA		1	\$0.00	-	MSx	- \$0.00
					\$11,045.00	\$725.00



Rate Schedule #388687

Quote ID: 210720

2406 LEOPARD ST, CORPUS CHRISTI TX

1/24/2019

CITY OF CORPUS CHRISTI

Good through: 2/23/2019

Address: 2406 Leopard St, Corpus Christi, TX 78408-3710

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

SmartVoice Trunking (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Call Paths - SmartVoice		46	\$12.00	-	xNet	-	\$552.00
Non-Standard Discount		46	(\$8.00)	-	xNet	-	(\$368.00)
PRI SmartVoice		46	\$0.00	-	xNet	-	\$0.00
Tier Z Equipment		1	\$0.00	-	xNet	-	\$0.00
Caller ID (Inbound - Name & Number)		1	\$0.00	-	xNet	-	\$0.00
DID - On-Net ( Up to 100)		3	\$0.00	-	xNet	-	\$0.00
End User Connection Charge (EUCC)		46	\$2.37	-	xNet	-	\$109.02
Enterprise Trunking		1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup Charge		1	\$150.00	-	xNet	\$150.00	-
Non-Standard Discount		1	(\$150.00)	-	xNet	(\$150.00)	-
Expedite - Customer Paid		1	\$500.00	-	xNet	\$500.00	-
Outbound Calling Line ID (Name & Number)		1	\$0.00	-	xNet	-	\$0.00
						\$500.00	\$343.02
TPx Data Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
3M Port		1	\$205.73	-	xNet	-	\$205.73
3M Tier 3 Access		1	\$327.61	-	xNet	-	\$327.61
Non-Standard Discount		1	(\$143.34)	-	xNet	-	(\$143.34)
No Data Service Required		1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$390.00

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Rate Schedule #391227

Quote ID: 210720

120 N CHAPARRAL ST, CORPUS CHRISTI TX

1/24/2019

CITY OF CORPUS CHRISTI

Good through: 2/23/2019

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

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

SmartVoice Trunking (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Call Paths - SmartVoice		46	\$12.00	-	xNet	-	\$552.00
Non-Standard Discount		46	(\$8.00)	-	xNet	-	(\$368.00)
PRI SmartVoice		46	\$0.00	-	xNet	-	\$0.00
Tier Z Equipment		1	\$0.00	-	xNet	-	\$0.00
Caller ID (Inbound - Name & Number)		1	\$0.00	-	xNet	-	\$0.00
DID - On-Net ( Up to 100)		6	\$0.00	-	xNet	-	\$0.00
End User Connection Charge (EUCC)		46	\$2.37	-	xNet	-	\$109.02
Enterprise Trunking		1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup Charge		1	\$150.00	-	xNet	\$150.00	-
Non-Standard Discount		1	(\$150.00)	-	xNet	(\$150.00)	-
Expedite - Customer Paid		1	\$500.00	-	xNet	\$500.00	-
Outbound Calling Line ID (Name & Number)		1	\$0.00	-	xNet	-	\$0.00
						\$500.00	\$343.02
MSx WAN (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
PQE Code: 277130							
MSx WAN Service		1	\$0.00	-	MSx	-	\$0.00
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00
Inbound Internet Failover - Non Recurring Charge		1	\$50.00	-	xNet	\$50.00	-
Non-Standard Discount		1	(\$5.00)	-	xNet	(\$5.00)	-
MSx WAN Optimum		1	\$0.00	-	MSx	-	\$0.00
MSx WAN - Optimum 1000M		1	\$500.00	-	MSx	-	\$500.00
Multi Services Router 1000		1	\$3,850.00	-	xNet	\$3,850.00	-
Multi Service Router - Optimum Prof Installation		1	\$750.00	-	xNet	\$750.00	-

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ENV77998701-6728-CCCF-0733-FFEB

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1/31/2019 5:40:10 PM UTC

Non-Standard Discount	1	(\$750.00)	-	xNet	(\$750.00)	-
SmartVoice - Related Voice Service	1	\$0.00	-	MSx	-	\$0.00
TPx Provided DIA	1	\$0.00	-	MSx	-	\$0.00
						\$3,895.00 \$525.00
TPx Data Service (Install)	Description	Qty	Each	Usage	Type	NRC MRC
Data Only Service		1	\$0.00	-	xNet	- \$0.00
1G Port		1	\$3,355.96	-	xNet	- \$3,355.96
Non-Standard Discount		1	(\$3,000.00)	-	xNet	- (\$3,000.00)
1G Tier 1 Access (ICB Code: NS_RO)		1	\$519.98	-	xNet	- \$519.98
Non-Standard Discount		1	(\$75.94)	-	xNet	- (\$75.94)
No Data Service Required		1	\$0.00	-	xNet	- \$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00 -
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00) -
						\$0.00 \$800.00

## INSTALLMENT PAYMENT DETAILS

Charge Description	Monthly Payment Amount *	Selected Term (months)
DID Numbers (sold in blocks of 20) - Setup Charge	\$0.00	36
Expedite - Customer Paid	\$15.21	36
Multi Services Router 2000	\$334.64	36
Inbound Internet Failover - Non Recurring Charge	\$1.37	36
Expedite - Customer Paid	\$15.21	36
Expedite - Customer Paid	\$15.21	36
Multi Services Router 1000	\$117.12	36
Inbound Internet Failover - Non Recurring Charge	\$1.37	36
<b>Total of Monthly Payment Amounts</b>	<b>\$500.14</b>	

\* Initial monthly installment payment amounts may vary based on rounding.

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

## NRCS NOT INCLUDED IN THE INSTALLMENT PAYMENT PLAN

Charge Description	NRC Amount
<b>Total of opted-out NRC Amounts</b>	<b>\$0.00</b>

Currently there are no opted-out NRCs.



## Master Service Agreement

Must include Service Agreement

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

### CITY OF CORPUS CHRISTI

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) \_\_\_\_\_

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

State Organized \_\_\_\_\_

1201 Leopard St Corpus Christi, TX  
78401

Billing Address

### Section 2 Terms and Conditions Summary.

This Agreement you are signing with TPx includes the Terms and Conditions set forth on our website at [www.tpx.com/terms](http://www.tpx.com/terms), which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

- 1. General** – This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, terms and conditions may be changed during the contract Term and any rights you have if those changes occur.
- 2. Term, Billing and Payment** – This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.
- 3. Customer Obligations** – This section covers equipment for use with our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3<sup>rd</sup> party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).
- 4. Termination** – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.
- 5. Warranty, Disclaimer, Limitation of Liability and Indemnity** – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.
- 6. Resolution of Disputes** – This section REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS.
- 7. Miscellaneous Provisions** – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.



**8. Service Guarantee** – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

### Section 3 Acceptance

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

✓	<i>Initial</i> <i>KB</i>	FULL TERMS AND CONDITIONS SET FORTH AT <a href="http://www.tpx.com/terms">www.tpx.com/terms</a>
✓	<i>Initial</i> <i>KB</i>	911 FOR SMARTVOICE ADDENDUM SET FORTH AT <a href="http://www.tpx.com/wp-content/uploads/2017/03/911-for-SmartVoice-Addendum.pdf">www.tpx.com/wp-content/uploads/2017/03/911-for-SmartVoice-Addendum.pdf</a>
	<i>Initial</i>	E911 FOR VoIP SERVICES ADDENDUM SET FORTH AT <a href="http://www.tpx.com/E911-VOIP-Addendum.pdf">www.tpx.com/E911-VOIP-Addendum.pdf</a>
✓	<i>Initial</i> <i>KB</i>	EQUIPMENT ADDENDUM SET FORTH AT <a href="http://www.tpx.com/Equipment-Addendum.pdf">www.tpx.com/Equipment-Addendum.pdf</a>
	<i>Initial</i>	MSx BACKUPS ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Backups.pdf">www.tpx.com/MSx-Backups.pdf</a>
	<i>Initial</i>	MSx ENDPOINTS ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-EndPoints.pdf">www.tpx.com/MSx-EndPoints.pdf</a>
	<i>Initial</i>	MSx FIREWALL ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Firewall.pdf">www.tpx.com/MSx-Firewall.pdf</a>
	<i>Initial</i>	MSx OFFICE 365 ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Office-365-Addendum.pdf">www.tpx.com/MSx-Office-365-Addendum.pdf</a>
✓	<i>Initial</i> <i>KB</i>	MSx SERVICES ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Services.pdf">www.tpx.com/MSx-Services.pdf</a>
✓	<i>Initial</i> <i>KB</i>	MSx WAN ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-WAN.pdf">www.tpx.com/MSx-WAN.pdf</a>
	<i>Initial</i>	UCx ADDENDUM SET FORTH AT <a href="http://www.tpx.com/UCx-Addendum.pdf">www.tpx.com/UCx-Addendum.pdf</a>
✓	<i>Initial</i> <i>KB</i>	SERVICE LEVEL AGREEMENTS (SLA) SET FORTH AT <a href="http://www.tpx.com/sla">www.tpx.com/sla</a>

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 this Agreement (and the Terms and Conditions incorporated by reference). TPx agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TPx's minimum requirements. THIS 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. This Agreement shall become a binding contract upon execution by Customer and acceptance by TPx.

x Kim R Baker

1.30.19

Agreed by: Customer Signature

Date

KIM BAKER

Customer Name (Print)

Test Director of Financial Services

Title

Alicia Woo

Sales Representative Name

512-735-7306

Phone

v011619



## Service Agreement

### CORPUS CHRISTI, CITY OF

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

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

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

RS ID	Title	Address	Non-Recurring	Recurring
391398	5352 AYERS ST, CORPUS CHRISTI TX	5352 Ayers St, Corpus Christi, TX 78418-2104	\$945.00	\$982.12
		Sub Totals	\$945.00	\$982.12

#### Installment Payment

Amount of Non-Recurring charges included in Installment Payments (36 months)

(\$945.00)

Estimated Monthly Installment Payments

\$28.75

Total Non-Recurring Charges

\$0.00

Total Monthly Recurring Charges

\$1,010.87

Kim R Baker  
Agreed by: Customer Signature

1.30.19  
Date

KIM BAKER  
Customer Name (Print)

Asst Director of Financial Services  
Title

Alicia Woo  
Sales Representative Name

512-735-7306  
Phone

Derrick Flowers  
Agreed by: Sales Manager Signature

01/30/2019  
Date

v040117

Approved as to form: 1/30/19  
Alicia Woo  
Assistant City Attorney  
For City Attorney



Rate Schedule #391398

Quote ID: 212158

5352 AYERS ST, CORPUS CHRISTI TX

1/25/2019

CORPUS CHRISTI, CITY OF

Good through: 2/23/2019

Address: 5352 Ayers St, Corpus Christi, TX 78418-2104

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

SmartVoice Trunking (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Call Paths - SmartVoice		46	\$12.00	-	xNet	-	\$552.00
Non-Standard Discount		46	(\$8.00)	-	xNet	-	(\$368.00)
PRI SmartVoice		46	\$0.00	-	xNet	-	\$0.00
Tier A Equipment		1	\$19.00	-	xNet	-	\$19.00
Caller ID (Inbound - Name & Number)		1	\$0.00	-	xNet	-	\$0.00
DID - On-Net ( Up to 100)		3	\$0.00	-	xNet	-	\$0.00
End User Connection Charge (EUCC)		46	\$2.37	-	xNet	-	\$109.02
Enterprise Trunking		1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup Charge		1	\$150.00	-	xNet	\$150.00	-
Solution Discount		1	(\$150.00)	-	xNet	(\$150.00)	-
Outbound Calling Line ID (Name & Number)		1	\$0.00	-	xNet	-	\$0.00
						\$0.00	\$362.02
TPx Data Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
3M Port		1	\$205.73	-	xNet	-	\$205.73
Non-Standard Discount		1	(\$143.24)	-	xNet	-	(\$143.24)
3M Tier 3 Access		1	\$327.61	-	xNet	-	\$327.61
No Data Service Required		1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Solution Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$390.10
MSx WAN (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
PQE Code: Not Specified							
MSx WAN Service		1	\$0.00	-	MSx	-	\$0.00
Inbound Internet Failover - Block of 8 (5 usable)		1	\$25.00	-	MSx	-	\$25.00

<https://dash.lpx.com/ribeye/service/file?id=812484&deleteAfterServing=1&inline=1>

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Inbound Internet Failover - Non Recurring Charge	1	\$50.00	-	xNet	\$50.00	-
Non-Standard Discount	1	(\$5.00)	-	xNet	(\$5.00)	-
MSx WAN Optimum	1	\$0.00	-	MSx	-	\$0.00
MSx WAN - Optimum 100M	1	\$205.00	-	MSx	-	\$205.00
Multi Services Router 100	1	\$900.00	-	xNet	\$900.00	-
Multi Service Router - Optimum Prof Installation	1	\$750.00	-	xNet	\$750.00	-
Non-Standard Discount	1	(\$750.00)	-	xNet	(\$750.00)	-
SmartVoice - Related Voice Service	1	\$0.00	-	MSx	-	\$0.00
TPx Provided DIA	1	\$0.00	-	MSx	-	\$0.00
					\$945.00	\$230.00

## INSTALLMENT PAYMENT DETAILS

Charge Description	Monthly Payment Amount *	Selected Term (months)
Multi Services Router 100	\$27.38	36
Inbound Internet Failover - Non Recurring Charge	\$1.37	36
Total of Monthly Payment Amounts	\$28.75	

\* Initial monthly installment payment amounts may vary based on rounding.

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

## NRCS NOT INCLUDED IN THE INSTALLMENT PAYMENT PLAN

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

Currently there are no opted-out NRCs.



## Master Service Agreement

Must include Service Agreement

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

CORPUS CHRISTI, CITY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) \_\_\_\_\_

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

State Organized \_\_\_\_\_

1201 Leopard St Corpus Christi, TX  
78401

Billing Address

### Section 2 Terms and Conditions Summary

This Agreement you are signing with TPx includes the Terms and Conditions set forth on our website at [www.tpx.com/terms](http://www.tpx.com/terms), which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

- 1. General** – This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, terms and conditions may be changed during the contract Term and any rights you have if those changes occur.
- 2. Term, Billing and Payment** – This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of Invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.
- 3. Customer Obligations** – This section covers equipment for use with our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3<sup>rd</sup> party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).
- 4. Termination** – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.
- 5. Warranty, Disclaimer, Limitation of Liability and Indemnity** – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.
- 6. Resolution of Disputes** – This section REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS.
- 7. Miscellaneous Provisions** – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.

8. **Service Guarantee** – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

**Section 3 Acceptance**

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

✓	Initial LB	FULL TERMS AND CONDITIONS SET FORTH AT <a href="http://www.tpx.com/terms">www.tpx.com/terms</a>
✓	Initial LB	911 FOR SMARTVOICE ADDENDUM SET FORTH AT <a href="http://www.tpx.com/wp-content/uploads/2017/03/911-for-SmartVoice-Addendum.pdf">www.tpx.com/wp-content/uploads/2017/03/911-for-SmartVoice-Addendum.pdf</a>
	Initial	E911 FOR VOIP SERVICES ADDENDUM SET FORTH AT <a href="http://www.tpx.com/E911-VOIP-Addendum.pdf">www.tpx.com/E911-VOIP-Addendum.pdf</a>
✓	Initial LB	EQUIPMENT ADDENDUM SET FORTH AT <a href="http://www.tpx.com/Equipment-Addendum.pdf">www.tpx.com/Equipment-Addendum.pdf</a>
	Initial	MSx BACKUPS ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Backups.pdf">www.tpx.com/MSx-Backups.pdf</a>
	Initial	MSx ENDPOINTS ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-EndPoints.pdf">www.tpx.com/MSx-EndPoints.pdf</a>
	Initial	MSx FIREWALL ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Firewall.pdf">www.tpx.com/MSx-Firewall.pdf</a>
	Initial	MSx OFFICE 365 ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Office-365-Addendum.pdf">www.tpx.com/MSx-Office-365-Addendum.pdf</a>
✓	Initial LB	MSx SERVICES ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Services.pdf">www.tpx.com/MSx-Services.pdf</a>
✓	Initial LB	MSx WAN ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-WAN.pdf">www.tpx.com/MSx-WAN.pdf</a>
	Initial	UCx ADDENDUM SET FORTH AT <a href="http://www.tpx.com/UCx-Addendum.pdf">www.tpx.com/UCx-Addendum.pdf</a>
✓	Initial LB	SERVICE LEVEL AGREEMENTS (SLA) SET FORTH AT <a href="http://www.tpx.com/sla">www.tpx.com/sla</a>

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 this Agreement (and the Terms and Conditions incorporated by reference). TPx agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TPx's minimum requirements. THIS 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. This Agreement shall become a binding contract upon execution by Customer and acceptance by TPx.

x Kim R Baker 1.30.19  
Agreed by: Customer Signature Date

KIM BAKER Asst Director of Financial Services  
Customer Name (Print) Title

Alicia Woo 512-735-7306  
Sales Representative Name Phone

v011619



Quote/Order ID: 212167

## Service Agreement

### CORPUS CHRISTI, CITY OF

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

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

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

RS ID	Title	Address	Non-Recurring	Recurring
391407	1201 LEOPARD ST, CORPUS CHRISTI TX	1201 Leopard St, Corpus Christi, TX 78401-2120	\$0.00	\$800.00
Totals			\$0.00	\$800.00

Kim R Baker  
Agreed by: Customer Signature

1.30.19  
Date

KIM BAKER  
Customer Name (Print)

Asst Director of Financial Services  
Title

Alicia Woo  
Sales Representative Name

512-735-7306  
Phone

Derrick Flowers  
Agreed by: Sales Manager Signature

01/31/2019  
Date

v040117





Rate Schedule #391407

Quote ID: 212167

1201 LEOPARD ST, CORPUS CHRISTI TX

1/25/2019

CORPUS CHRISTI, CITY OF

Good through: 2/23/2019

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

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

TPx Data Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Data Only Service		1	\$0.00	-	xNet	-	\$0.00
1G Port		1	\$3,355.96	-	xNet	-	\$3,355.96
Non-Standard Discount		1	(\$3,000.00)	-	xNet	-	(\$3,000.00)
1G Tier 1 Access (ICB Code: NS_RO)		1	\$519.98	-	xNet	-	\$519.98
Non-Standard Discount		1	(\$204.74)	-	xNet	-	(\$204.74)
Internet		1	\$128.80	-	xNet	-	\$128.80
IPv4 - IP Address - 128		1	\$0.00	-	xNet	-	\$0.00
Data Only Service - Setup Charge		1	\$500.00	-	xNet	\$500.00	-
Non-Standard Discount		1	(\$500.00)	-	xNet	(\$500.00)	-
						\$0.00	\$800.00

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1/31/2019 5:40:10 PM UTC

#### INSTALLMENT PAYMENT DETAILS

Charge Description	Monthly Payment Amount *	Selected Term (months)
Total of Monthly Payment Amounts	\$0.00	

*Currently there are no monthly installment payments.*

#### NRCS NOT INCLUDED IN THE INSTALLMENT PAYMENT PLAN

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

*Currently there are no opted-out NRCs.*



## Master Service Agreement

Must include Service Agreement

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

### CORPUS CHRISTI, CITY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) \_\_\_\_\_

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

State Organized \_\_\_\_\_

1201 Leopard St Corpus Christi,  
TX 78401

Billing Address

### Section 2 Terms and Conditions Summary

This Agreement you are signing with TPx includes the Terms and Conditions set forth on our website at [www.tpx.com/terms](http://www.tpx.com/terms), which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

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- 3. Customer Obligations** – This section covers equipment for use with our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3<sup>rd</sup> party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).
- 4. Termination** – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.
- 5. Warranty, Disclaimer, Limitation of Liability and Indemnity** – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.
- 6. Resolution of Disputes** – This section REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS.
- 7. Miscellaneous Provisions** – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.
- 8. Service Guarantee** – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

### Section 3 Acceptance

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

✓	<i>Initial</i> <i>LB</i>	FULL TERMS AND CONDITIONS SET FORTH AT <a href="http://www.tpx.com/terms">www.tpx.com/terms</a>
✓	<i>Initial</i> <i>LB</i>	911 FOR SMARTVOICE ADDENDUM SET FORTH AT <a href="http://www.tpx.com/wp-content/uploads/2017/03/911-for-SmartVoice-Addendum.pdf">www.tpx.com/wp-content/uploads/2017/03/911-for-SmartVoice-Addendum.pdf</a>
	<i>Initial</i>	E911 FOR VOIP SERVICES ADDENDUM SET FORTH AT <a href="http://www.tpx.com/E911-VOIP-Addendum.pdf">www.tpx.com/E911-VOIP-Addendum.pdf</a>
✓	<i>Initial</i> <i>LB</i>	EQUIPMENT ADDENDUM SET FORTH AT <a href="http://www.tpx.com/Equipment-Addendum.pdf">www.tpx.com/Equipment-Addendum.pdf</a>
	<i>Initial</i>	MSx BACKUPS ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Backups.pdf">www.tpx.com/MSx-Backups.pdf</a>
	<i>Initial</i>	MSx ENDPOINTS ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-EndPoint.pdf">www.tpx.com/MSx-EndPoint.pdf</a>
	<i>Initial</i>	MSx FIREWALL ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Firewall.pdf">www.tpx.com/MSx-Firewall.pdf</a>
	<i>Initial</i>	MSx OFFICE 365 ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Office-365-Addendum.pdf">www.tpx.com/MSx-Office-365-Addendum.pdf</a>
✓	<i>Initial</i> <i>LB</i>	MSx SERVICES ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-Services.pdf">www.tpx.com/MSx-Services.pdf</a>
✓	<i>Initial</i> <i>LB</i>	MSx WAN ADDENDUM SET FORTH AT <a href="http://www.tpx.com/MSx-WAN.pdf">www.tpx.com/MSx-WAN.pdf</a>
	<i>Initial</i>	UCx ADDENDUM SET FORTH AT <a href="http://www.tpx.com/UCx-Addendum.pdf">www.tpx.com/UCx-Addendum.pdf</a>
✓	<i>Initial</i> <i>LB</i>	SERVICE LEVEL AGREEMENTS (SLA) SET FORTH AT <a href="http://www.tpx.com/sla">www.tpx.com/sla</a>

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 this Agreement (and the Terms and Conditions incorporated by reference). TPx agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TPx's minimum requirements. THIS 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. This Agreement shall become a binding contract upon execution by Customer and acceptance by TPx.

x Kim R Baker

1.30.19

Agreed by: Customer Signature

Date

KIM BAKER

Asst Director of Financial Services

Customer Name (Print)

Title

Alicia Woo

512-735-7306

Sales Representative Name

Phone

0011619



## Master Service Agreement

Must include Service Agreement

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

### CORPUS CHRISTI, CITY OF

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) \_\_\_\_\_

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

State Organized \_\_\_\_\_

1201 Leopard St Corpus Christi,  
TX 78401

Billing Address

### Section 2 Terms and Conditions Summary

This Agreement you are signing with TPx includes the Terms and Conditions set forth on our website at [www.tpx.com/terms](http://www.tpx.com/terms), which are incorporated by this reference into the Agreement. Please refer to our website for the full statement of the Terms and Conditions to which you are agreeing. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

**1. General** – This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, terms and conditions may be changed during the contract Term and any rights you have if those changes occur.

**2. Term, Billing and Payment** – This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of Invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.

**3. Customer Obligations** – This section covers equipment for use with our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3<sup>rd</sup> party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).

**4. Termination** – This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.

**5. Warranty, Disclaimer, Limitation of Liability and Indemnity** – This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.

**6. Resolution of Disputes** – This section REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS.

**7. Miscellaneous Provisions** – This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of an action under the Agreement.

**8. Service Guarantee** – This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

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ENV41861874-6129-ADFE-8388-ABFB

1/31/2019 5:40:10 PM UTC

**ADDENDUM TO  
TELECOMMUNICATIONS ACCOUNT AGREEMENT**

This Addendum to Telecommunications Account Agreement ("Addendum") is made as of the 4<sup>th</sup> day of September 2018, by and between **TPx Communications Co.**, a Washington corporation (f/k/a TelePacific Communications Co.), 11501 Domain Drive, Suite 110, Austin, TX 78758 ("TPx") and **City of Corpus Christi**, a Texas municipality, with offices at 1201 Leopard Street, Corpus Christi, TX 78401-2120 ("Customer").

This Addendum amends and modifies that certain Telecommunications Account Agreement between TPx and Customer signed by Customer on the 5<sup>th</sup> day of September 2018 ("Agreement"), as follows:

1. Based on the volume of Services ordered by Customer and the competitive conditions in the marketplace for telecommunications services, TPx agrees to provide Services to Customer pursuant to Terms and Conditions and rates applicable to the Agreement as modified below based upon Customer's commitment to a one (1) year term ("Service Term") and other fees and charges set forth in the Agreement, which is different from those Terms and Conditions provided for those same Services to others:
2. Delete the first (1<sup>st</sup>) and second (2<sup>nd</sup>) sentences of subsection (d) of Section 5 of the Terms and Conditions of the Agreement.
3. At the beginning of the first (1<sup>st</sup>) sentence of subsection (d) of Section 6 of the Terms and Conditions of the Agreement, insert the following: "To the extent allowed by Texas law,".
4. Except as modified by this Addendum, all of the other provisions of the Agreement shall remain in full force and effect.

TPx Communications Co.,  
a Washington corporation

By: Derrick Flowers

Name: Derrick Flowers

Title: Sales Manager

City of Corpus Christi,  
a Texas municipality

By: Sylvia C. Trevino

Name: Sylvia C. Trevino

Title: Asst. City Mgr.

**APPROVED BY LEGAL**

TECA 9-4-18

Approved as to form: 9/4/18  
Elizabeth Hurdley  
Assistant City Attorney  
For City Attorney

## **SECOND ADDENDUM TO TELECOMMUNICATIONS ACCOUNT AGREEMENT**

This Second Addendum to Telecommunications Account Agreement ("Addendum") is made as of the 4<sup>th</sup> day of February 2019, by and between **TPx Communications Co.**, a Washington corporation (f/k/a TelePacific Communications Co.), 11501 Domain Drive, Suite 110, Austin, TX 78758 ("TPx") and **City of Corpus Christi**, a Texas municipality, with offices at 1201 Leopard Street, Corpus Christi, TX 78401-2120 ("Customer").

This Addendum amends and modifies that certain Telecommunications Account Agreement between TPx and Customer signed by Customer on the 5<sup>th</sup> day of September 2018 ("Agreement"), Addendum dated the 4<sup>th</sup> day of September 2018 and 911 for SmartVoice Addendum thereto and related Service Agreements, as follows:

1. Based on the volume of Services ordered by Customer and the competitive conditions in the marketplace for telecommunications services, TPx agrees to provide Services to Customer pursuant to Terms and Conditions and rates applicable to the Agreement as modified below based upon Customer's commitment to a Service Term and other fees and charges set forth in the Agreement, which is different from those Terms and Conditions provided for those same Services to others:
2. Insert the following new subsection (j) following subsection (i) of Section 7 of the Terms and Conditions of the Agreement: "(j) Non-Appropriation. The continuation of the Agreement after the close of your fiscal year, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering the Agreement as an expenditure in said budget, and it is within the sole discretion of your City Council to determine whether or not to fund the Agreement."
3. Insert the following new subsection (k) following subsection (j) of Section 7 of the Terms and Conditions of the Agreement: "(k) Verification Regarding Israel. In accordance with Chapter 2270, Texas Government Code, you may not enter into a contract with a company for goods or services unless the contract contains a written verification from TPx that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. We verify that our company does not boycott Israel and will not boycott Israel during the term of the Agreement."
4. The Service Term for any Service Agreement with a Service Term of thirty-six (36) or twenty-four (24) months must be ratified by Customer's City Council. If the Service Agreement is not ratified, the Service Term shall expire at the end of twelve (12) months. Each Service Agreement is subject to appropriation of funds in Customer's annual budget.
5. Notwithstanding any other provisions to the contrary in Sections 2(b) and 4(a) of the Terms and Conditions of the Agreement, at the end of any Service Term, the Service Term shall not renew unless ratified by Customer's City Council.
6. In the 911 SmartVoice Addendum, delete the last sentence in the first paragraph under "Disclaimer of Liability and Indemnification".

7. Except as modified by this Addendum, all of the other provisions of the Agreement shall remain in full force and effect.

TPx Communications Co.,  
a Washington corporation

By: Derrick Flowers

Name: Derrick Flowers

Title: Sales Manager

City of Corpus Christi,  
a Texas municipality

By: Kim R Baker

Name: KIM BAKER

Title: Asst. Director of Financial  
Services

**APPROVED BY LEGAL**

REH 2-4-19

Approved as to form: 2/5/19

Aimee Allen Neal

Assistant City Attorney  
For City Attorney





## Envelope Data

Subject: City CC Addendum  
Documents: City of Corpus Christi Second Addendum to TAA 02 04 19.pdf  
Document Hash: 5531302  
Envelope ID: ENV32533049-0582-ABBB-3802-DDAB  
Sender: Alicia Woo  
Sent: 2/5/2019 5:27:37 PM UTC  
Status: Completed  
Status Date: 2/5/2019 6:50:05 PM UTC

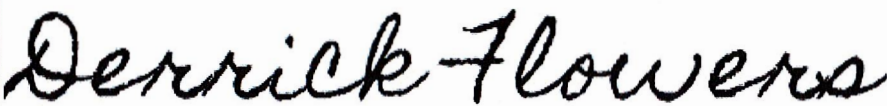
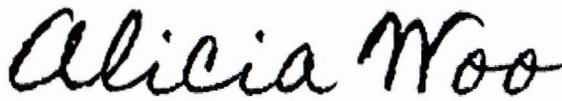
## Recipients / Roles

Name / Role	Address	Type
Alicia Woo	awoo@tpx.com	Sender
Derrick Flowers	dflowers@tpx.com	Signer
Alicia Woo	awoo@tpx.com	Signer

## Document Events

Name / Roles	Email	IP Address	Date	Event
Alicia Woo	awoo@tpx.com	52.29.113.231	2/5/2019 5:27:37 PM UTC	Created
Derrick Flowers	dflowers@tpx.com	208.57.0.134	2/5/2019 6:38:15 PM UTC	Signed
Alicia Woo	awoo@tpx.com	136.49.116.236	2/5/2019 6:50:06 PM UTC	Signed
			2/5/2019 6:50:05 PM UTC	Status - Completed

## Signer Signatures

Signer Name / Roles	Signature
Derrick Flowers	
Alicia Woo	



## Envelope Data

Subject: City CC Contract  
Documents: TPX Service Agreement and Addendums.pdf  
Document Hash: 37262497  
Envelope ID: ENV77998701-6728-CCCF-0733-FFEB  
Sender: Alicia Woo  
Sent: 1/30/2019 6:25:35 PM UTC  
Status: Completed  
Status Date: 1/30/2019 7:11:05 PM UTC



## Recipients / Roles

Name / Role	Address	Type
Alicia Woo	awoo@tpx.com	Sender
Derrick Flowers	dflowers@tpx.com	Signer
Alicia Woo	awoo@tpx.com	Signer

## Document Events

Name / Roles	Email	IP Address	Date	Event
Alicia Woo	awoo@tpx.com	52.29.113.231	1/30/2019 6:25:35 PM UTC	Created
Derrick Flowers	dflowers@tpx.com	107.77.231.168	1/30/2019 6:33:10 PM UTC	Signed
Alicia Woo	awoo@tpx.com	136.49.116.236	1/30/2019 7:11:06 PM UTC	Signed
			1/30/2019 7:11:05 PM UTC	Status - Completed

## Signer Signatures

Signer Name / Roles	Signature
Derrick Flowers	
Alicia Woo	



## Envelope Data

Subject: Counter Sign City of CC  
Documents: Fully Executed TPX Service Agreement.pdf  
Document Hash: 42198774  
Envelope ID: ENV41861874-6129-ADFE-8388-ABFB  
Sender: Alicia Woo  
Sent: 1/31/2019 2:54:20 PM UTC  
Status: Completed  
Status Date: 1/31/2019 5:40:10 PM UTC

## Recipients / Roles

Name / Role	Address	Type
Alicia Woo	awoo@tpx.com	Sender
Derrick Flowers	dflowers@tpx.com	Signer

## Document Events

Name / Roles	Email	IP Address	Date	Event
Alicia Woo	awoo@tpx.com	52.29.113.231	1/31/2019 2:54:20 PM UTC	Created
Derrick Flowers	dflowers@tpx.com	65.60.80.217	1/31/2019 5:40:11 PM UTC	Signed
			1/31/2019 5:40:10 PM UTC	Status - Completed

## Signer Signatures

Signer Name / Roles	Signature
Derrick Flowers	