



Clear Freight

Proposal for MegaPath Services

Sales Contact Name: Christy Hogarty

Title: Business Account Executive

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Email: Christy.Hogarty@megapath.com

» Data & Networking

» Voice

» Managed Security

» Cloud Services

MegaPath Company Overview

Your Total Business Solution Provider.



At MegaPath, we help businesses easily and securely communicate between their headquarters, employees, and business partners to lower costs, increase security, and improve productivity. Whether your business has one location, multiple offices, or virtual teams, we deliver the flexible, affordable solutions you need to compete in today's technology-driven business environment.



Data:

Get business-class broadband services that fit your business needs and your budget, nationwide.

Services: HiCap, Business Ethernet, T1 and Bonded T1, Business DSL, DS3/OCx, Cable, Broadband Wireless, Proactive Circuit Monitoring



Voice and UCaaS:

Streamline costs and increase collaboration with feature-rich nationwide cloud communications and collaboration solutions.

Services: Hosted Voice, Unified Communications, Call Center, SIP/PRI, Analog Lines



Managed Networks & Security:

Simplify network management, maximize application performance, and lower total cost of ownership.

Services: SD-WAN, IPsec VPN, Managed WiFi, Firewall and Unified Threat Management (UTM)



Cloud Services:

Enjoy cost-effective services that are fast to implement and easy to scale.

Services: Microsoft Exchange, Hosted Data Backup, SharePoint, Cloud Hosting

The MegaPath Advantage

Complete Service Portfolio

We offer a full range of business broadband, voice, private networking, managed security, and cloud services.

Proven Expertise

We've been serving businesses with innovative services since 1996.

100% U.S.-Based Technical Support

Our knowledgeable technical experts respond quickly and efficiently 24/7/365.

SMB and Enterprise Focus

Our business model was developed to satisfy demanding tech-savvy professionals and mission-critical businesses.

One provider. One bill.

Reduce the time, cost and complexity of managing multiple providers and multiple bills.

Financial Strength

Our promise to our customers is backed by financial strength and stability.

"The superiority of MegaPath's solutions is undeniable, given the feedback from industry peers and awards from multiple organizations. A look at the Hosted Voice solution alone, which has so many impressive features and spares organizations from having to maintain their own PBX system, shows that the company is the real deal, providing the latest in the industry."

Christopher Mohr, TMCnet Contributing Writer

Article: MegaPath Corporation Makes Impressive Showing at Telecom Association Partner Choice Awards





Service Order: 485391-2
Date: 10/30/2017
This Quote is Valid Through: 11/29/2017

6800 Koll Center Parkway, Suite 200
Pleasanton, CA 94566

Account Information			
Customer Name:	Clear Freight		
Address 1:	1067 Sneath Lane		
Address 2:			
City:	San Bruno	State:	CA Zip: 94066
Contact Phone:	(310) 726-0416		
Email:	beto@clearfreight.com		

Installation Site Information			
Name:	Beto Tecun		
Address 1:	1067 SNEATH LN		
Address 2:			
City:	SAN BRUNO	State:	CA Zip: 94066-2311
Install Phone:	(310) 726-0416		
Contact Phone:	(310) 726-0416		
Email:	beto@clearfreight.com		

	Qty	Monthly	One-Time	NET Monthly	NET One-Time
Access					
Ethernet 20/2	1	\$148.00	\$99.00	\$148.00	\$99.00
Equipment					
Vendor/Supplied/Zyxel VMG4325; Rental	1	\$0.00	\$0.00	\$0.00	\$0.00
IP Services					
/29 IP Address Block (5 Useable)	1	\$0.00	\$0.00	\$0.00	\$0.00

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Total Monthly: **\$148.00**
Term: 24 Months

Total One Time: **\$99.00**
Net 30 Days

Notes

1. All hardware costs are taxable. Shipping is not included and is billed separately. Actual shipping costs may vary and will be assessed at the time of shipping.
2. Order does not reflect the Regulatory Recovery Surcharge or local, state, or federally mandated usage fees and/or taxes.
3. MegaPath equipment that is leased or loaned to a customer at no charge will be assessed the appropriate Transactional tax based on a fair market value established by MegaPath. Laws governing the imposition of Transactional tax on leases of equipment vary from one taxing jurisdiction to another. If the statutes of a particular taxing jurisdiction require MegaPath to collect and/or remit tax on any form of leased or loan of equipment, MegaPath will comply with the applicable statutes.
4. MegaPath is not responsible for and will not pay for any third party costs, including labor charges, incurred by Subscriber for the purchase, configuration, repair, or maintenance for any MegaPath or non-MegaPath-provided equipment that may be necessary or used to make Subscriber's computer or systems compatible with the Services or Products. This includes charges for internal/inside wiring and LAN charges. Such charges, costs, and fees are Subscriber's sole responsibility.
5. Pre-qualification information contained in this document is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Subscriber and substituted upon Subscriber's approval, which may result in changes to the quoted MRCs and NRCs. MegaPath commits to making reasonable efforts to find the least expensive access available that meets the Subscriber's requirements.
6. The Corporate Access SSL - Network-based access policy is set at SSL Server level where any group has access to any resource upon authentication.
7. MegaPath does not credit Subscriber accounts for E-rate discounts. Regardless of Subscriber's eligibility to receive an E-Rate discount for the telecommunications or Internet services provided herein, Subscriber will be invoiced the entire sum of contracted service. It is solely the Subscriber's responsibility to complete and file any necessary paperwork and invoice the USAC on its own behalf for any such discount.
8. Prior to, during and after the installation of requested services, Subscriber may choose to request that MegaPath augment the Service order to provide additional services or remove services from the Service Order. Depending upon the scope of these requested changes, verbal requests from the Subscriber and/or Subscribers delegated representative may be acceptable to MegaPath in which case MegaPath shall notify Subscriber of its acceptance of said changes via email. In some instances MegaPath may require additional written authorization. All applicable charges resulting from changes requested by the Subscriber and/or the Subscriber's delegated representative, whether written or verbal, are the responsibility of the Subscriber and shall be deemed to be part of this Service Order and subject to its Terms and Conditions.
9. Subscribers who purchase MegaPath voice or managed services with broadband connectivity acknowledge and understand that MegaPath broadband connectivity Services may be activated, and that charges for such Service may be invoiced and due prior to activation of MegaPath voice or managed services. If purchasing voice services, calls made prior to the billing start date will be billed at the local calling rates posted at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf.
10. **Voice Quality and Best Effort Voice** - MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the last mile of Subscriber's circuit. MegaPath cannot provide nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as Subscriber provided access. Subscriber understands that all voice services provisioned without Voice QoS Optimization, including those provided by MegaPath, another provider and Subscriber provided access are offered as a **BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY)**.
11. Certain state and federal laws apply to subscriber's use of MegaPath Call Recording feature. In some states, Subscribers are required to obtain consent from all parties to record a phone call. Subscriber is solely responsible for compliance with any and all federal, state, county, municipality, or any other jurisdiction laws, ordinances, statutes, orders, directives or rules governing or related to the use of a device for the purpose of recording any wire, oral, or electronic communications traversing and/or traveling over MegaPath's network and/or facilities. Subscriber understands and agrees that they are solely liable for compliance with such laws and regulations, and under no circumstances shall MegaPath be responsible or held liable for such compliance. Subscriber agrees that MegaPath has no responsibility or liability, wholly or in part, related to Subscriber's recording activities. Subscriber indemnifies and holds MegaPath wholly harmless for any cause of action, fines, penalties and/or damages, direct or indirect, civil or criminal, involving Subscriber's recording and Subscriber's use of MegaPath's Call Recording service, whether actual or potential, knowing, incidental, and/or accidental, any wire, oral or electronic communication traversing and/or traveling over MegaPath's network and/or facilities.
12. By signing a Service Order form, Subscriber authorizes MegaPath to obtain any credit information necessary and/or Subscriber proprietary network information necessary to provision the MegaPath Service and to establish Subscriber's MegaPath account. Subscriber authorizes release of said information by any and all third parties to MegaPath and its affiliates. MegaPath reserves the right, at its sole discretion, to decline new Orders and to require Subscriber to post appropriate advance deposits for new and existing Services.
13. On this quote, any references to the following refer to Internet Access: ADSL (including Lineshare and Dedicated), SDSL, T1, Ethernet (including Ethernet over DS1), Cable (including Business and Residential), Wireless Broadband and Fixed Wireless.



CUSTOMER ACKNOWLEDGEMENTS

Local Area Networking (LAN)

Your company will need to provide and maintain suite cabling (Cat 5 or better) to cross-connect your LAN with MegaPath hardware and/or edge devices, computers with network interface cards, network printers, and Point-of-Sale devices. If your Company chooses to use an existing network switch or purchase one separately, it will be your Company's responsibility to maintain and to configure your switch, as well as any other component of your LAN, so that MegaPath's phones will function properly with your LAN.

LAN Personnel Present at Activation

MegaPath requires the presence of your Company's phone and/or LAN/IT network internal personnel and/or vendors during activation of your service. Your Company is responsible for any associated charges.

Climate Controlled Equipment Room

MegaPath-provided hardware requires a climate-controlled, dust free environment to perform properly. A MegaPath provided circuit cannot be installed if the power supply is not properly grounded.

Voice Quality of Service ("QoS") Equipment

Your Company understands that QoS Networking Equipment is available to operate in the LAN and helps to prioritize VoIP traffic. If your Company chooses not to purchase this equipment, it may be a requirement in the future should your Company experience chronic call quality problems.

Customer Provided Access

MegaPath cannot ensure QoS for non-MegaPath network services. Should your company purchase broadband connectivity from another provider, it is your Company's responsibility to provide adequate bandwidth for voice Services and all required IP information before the voice Service order will be installed.

Voice Install Timeline

Your order will begin processing once all necessary Service orders and required solution documents have been Completed, including a signed Service Order, a completed User Detail list, a completed Network Design (if MegaPath provided Access). Other documents, such as a Letter of Authorization, will be required prior to porting telephone numbers.

Porting of Existing Telephone Numbers

Your Company understands that it could take up to 30 days and sometimes longer to port existing telephone numbers from your current carrier. Your Company also understands that the precise date and time of when the port occurs is outside of MegaPath's direct control. Your Company is responsible for correctly identifying all numbers to be ported, including toll free numbers.

Disconnect Notification to Existing Carriers

Your Company will need to cancel service with your current and/or previous providers. MegaPath cannot disconnect your services from another carrier on your Company's behalf.

Forwarding Telephone Numbers to MegaPath

In the event your Company has opted to forward existing telephone numbers to MegaPath, your Company understands that it is your responsibility to engage directly with your current/previous provider to set up the forwarding of any numbers to MegaPath. Your Company is responsible for any associated fees with your current/previous provider.

Service Activation and Fees

MegaPath will begin billing for Voice Services after the Voice service is installed on new or temporary numbers. MegaPath will begin billing for new MegaPath data circuits once the circuit has been installed. Any Cloud services will begin billing as soon as provisioning is complete. The billing start date for all services may or may not be on the same date.

Services Billed in Advance

Your Company understands that MegaPath bills for services rendered one month in advance, along with Prorated Monthly Recurring Charges (MRCs), and that it will be invoiced for all equipment and non-recurring charges at time of activation. Your Company also understands that shipping costs will be invoiced separately and at time of shipment.

Voice Install Delays Caused by Customer

If Voice service is delayed due to your Company not being ready, MegaPath may begin billing for services rendered.


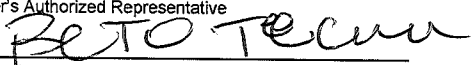
Failure to comply with the above responsibilities can result in delays in your service installation, interruption, or complete loss of service, and additional charges.

LEGAL TERMS—PLEASE READ CAREFULLY: : By signing this form, you acknowledge and agree to adhere to: i) the terms and conditions contained herein, ii) MegaPath's Terms and Conditions, found at <http://www.megapath.com/about/corporate-policies/> ("Terms and Conditions"), iii) the Customer Acknowledgements (as applicable with voice orders), and iv) any other documents required to be executed by MegaPath. Failure to adhere to these terms may result in delays in your service installation, interruption, and/or complete loss of service, and additional charges. In addition to the fees quoted in this order, Subscriber understands that an early termination fee will be charged if Subscriber stops any Service before the end of its Circuit Term. MegaPath will also provide certain optional Services, subject to payment of additional fees. The early termination fees, Optional Service fees and miscellaneous fees are set forth in MegaPath's Fee Schedule, found at http://www.megapath.com/megapath/assets/File/PDF/Legal/fee_schedule.pdf ("Fee Schedule") and additional fees for voice services may be found at http://www.megapath.com/megapath/assets/File/PDF/Legal/Ancillary_Call_Rates_Business_Voice.pdf Certain voice related services (including use of 800 numbers) require the payment of additional fees. Subscriber agrees to pay all fees associated with the Services ordered above and authorizes MegaPath to charge Subscriber's credit card for such fees. This Service Order need only be executed by Subscriber. MegaPath may accept or decline the Order as provided herein. MegaPath's provisioning of the Service shall indicate its acceptance of the order. **The person signing below represents that s/he has read and agreed to the terms of this Agreement and is authorized to accept the Service Order and Agreement on behalf of Subscriber.**

This section contains important information on the availability and functionality of 911 services. Please read it carefully.

Subscriber acknowledges and understands that MegaPath's 911 Emergency Service differs from traditional 911 service in the following ways: (A) 911 Service may not function if voice services or equipment are not functioning for any reason, including but not limited to a power outage or an outage or other disruption of the broadband service obtained from MegaPath or another provider; (B) 911 calls are routed to an emergency call center based upon the physical street address provided by Subscriber. If Subscriber provides inaccurate information, does not provide timely notice of changes, or attempts to use the service or equipment from another location, 911 calls may be delivered to a non-optimal call center and emergency responders may be dispatched to a location other than the location of the 911 caller; and (C) in some cases the 911 call taker may not be able to capture and/or retain automatic number or location information, or be able to identify Subscriber's phone number and location in order to call Subscriber back if the call is not completed or disconnected, or if Subscriber is unable to speak to tell them.

BY SIGNING BELOW, OR USING THE SERVICES, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, THE FEE SCHEDULE, AND ANY OTHER APPLICABLE TERMS GOVERNING THE SERVICES.


Subscriber's Authorized Representative

Name
IT Manager
Title
10/30/2017
Date

MegaPath Signature

Name

Title

Date