



Quote/Order ID: 337591

Service Agreement

CHARLES PANKOW BUILDERS LTD

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 12 months. ("Term")

Customer Requested Due Date: 6/17/2020

RS ID	Title	Address	Non-Recurring	Recurring
622996	625 El Camino Real, Palo Alto CA	625 El Camino Real, Palo Alto, CA 94301-2380	\$500.00	\$900.00
Totals			\$500.00	\$900.00

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

Agreed by: Authorized TPx Representative Signature

Date

v041020



Rate Schedule #622996
625 El Camino Real, Palo Alto CA

Quote ID: 337591
5/15/2020

Good through: 6/6/2020

Address: 625 El Camino Real, Palo Alto, CA 94301-2380

The term for Service(s) being ordered is 12 months ("Term").

▼ TPx Data Service (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
	Data Only Service	1	\$0.00	-	xNet	-	\$0.00
	20M Port	1	\$400.00	-	xNet	-	\$400.00
	20M Tier 1 Access	1	\$400.00	-	xNet	-	\$400.00
	Internet	1	\$100.00	-	xNet	-	\$100.00
	IPv4 - IP Address - 4 (Included)	1	\$0.00	-	xNet	-	\$0.00
	Data Only Service - Setup Charge	1	\$500.00	-	xNet	\$500.00	-
						\$500.00	\$900.00



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

199 S Los Robles Ave Ste 300
Pasadena, CA 91101
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

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

Date

18 Mar 2020
Din IT

Customer Name (Print)

Title

Sales Representative Name

Phone

v031320



Customer Contact Authority

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

Authority Levels:

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

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

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

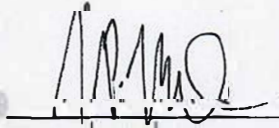
R/T: (Read/Trouble) Can report trouble on accounts and receive network configuration information.

Primary Account Authority/ Authorized Signee		<input type="checkbox"/> Do not send marketing emails	
Name		Title	
Phone		Cell	Email
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT			
Alternate Primary Account Authority		<input type="checkbox"/> Do not send marketing emails	
Name		Title	
Phone		Cell	Email
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT			
Agent contact		Company Name ATLAS	
Name	BRIAN ROBERTSON	Title	
Phone	818-620-1098	Cell	Email BRIAN.ROBERTSON@ATLASIP.NET
Duration: <input type="checkbox"/> This installation only <input checked="" type="checkbox"/> Term of contract			
Authority Level: <input checked="" type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT			
Voice Vendor		Company Name	
Name		Title	
Phone		Cell	Email
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract			
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT			
Data Vendor		Company Name	
Name		Title	
Phone		Cell	Email
Duration: <input type="checkbox"/> This installation only <input type="checkbox"/> Term of contract			
Authority Level: <input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RT			

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

CHARLES PANKOW BUILDERS
LTD

Company Legal Name

Authorized Signature: 

Date: 18 May 2020

Title: Dir IT

v040117



Quote: 337591

Name of Customer: _____

In addition to the Terms and Conditions to which Customer has agreed on the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA), Customer and TPx Communications agree to amend and modify the Terms and Conditions of the TAA or MSA as follows:

Month-to-Month Renewal After Initial Term set forth at www.tpx.com/M2MInitial.pdf

v040117

Initial Ull



Deposit Contingency Addendum

This Addendum to the Telecommunications Account Agreement ("Addendum") is by and between **U.S. TelePacific Corp. and/or its affiliated companies**, 515 S. Flower Street, 45th Floor, Los Angeles, CA 90071-2201 ("TPx Communications", also sometimes referred to herein as "we", "us", "our") and Customer described below ("Customer", also sometimes referred to herein as "you", "your").

Customer Information

LTD

Company Legal Name

Business Type _____

Doing Business As (DBA) _____ State of Organization _____

Billing Address

199 S Los Robles Ave Ste 300
Pasadena, CA 91101

1. In review of Customer's current credit standing, TPx requires a deposit to be paid in the amount of \$ 1800.00 as a contingency for service installation. TPx agrees to review the account in the sixth month of billing and return the deposit, with interest, to the account with all of the following conditions met:

This Addendum amends and modifies the Telecommunications Account Agreement between TPx and Customer signed by Customer on the ___ day of _____, 20___, ("Agreement"), as provided herein.

- a. All payments have been received on-time for each current monthly invoice,
- b. No late fees have been assessed to the account in that six month period,
- c. No Collection Notices have been generated by the system in that six month period.

Accounts not meeting all foregoing conditions will have the deposit held for an additional six months. All deposits will be returned as a credit to the account at the end of one year. Deposits will not be refunded other than account credit.

2. Deposits may be paid by check or credit card either mailed or by phone. Customer may choose one of the following deposit payment options:

- a. Send check to: TPx Communications, 3300 N. Cimarron Road, Las Vegas, NV 89129; Attn: Accounts Receivable; with a memo of "Deposit for Service"; or
- b. Provide check to the Sales Representative to submit with the signed contract; or
- c. Provide contact name and number below and our Customer Financial Service team will call for the deposit payment. Contact TPx's Payment Center at 1-800-814-4180 with questions.

3. In lieu of paying a deposit, Customer may elect to set up automatic payments from Customer's checking account as an Automatic Clearing House (ACH) payment for the full term of the contract. The following shall apply for this option:

- a. Financial information will be set up in the TPx payment system.
- b. Election may be changed with payment of the original deposit pursuant to the provisions of paragraphs 1 and 2 above.
- c. Monthly payments by credit card are not an option for this election – only ACH.

4. Please choose your election (initial one box) and sign below:

- | | |
|--|---|
| <input type="checkbox"/> Deposit check mailed to TPx | <input type="checkbox"/> Deposit check given to Sales |
| <input checked="" type="checkbox"/> Deposit paid for by credit card by phone | <input type="checkbox"/> ACH in lieu of deposit ** |

** By selecting ACH, Customer is allowing TPx to draft full monthly invoice balance via ACH from Customer's checking account.

5. All of the other provisions of the Agreement shall remain in full force and effect.

Customer Signature _____

Date

18 May 2020

Printed Name

Contact for Payment

Phone

v063017



Roof Access Authorization for Broadband Data Antenna Installation

As the owner or property manager (or other authorized signatory) of the building located at:

Name of Property: _____

Address: _____

I agree that the tenant [_____] located in Suite/Apt # [_____] of the above referenced building, may install or cause to be installed an antenna with associated cabling to the tenant's suite for the purpose of obtaining broadband data access.

I understand that the installation will be performed by TPx Communications certified technicians with particular attention paid to roof, visual aesthetics and structural integrity.

I understand that the antenna equipment will not penetrate the roof membrane, or in any way impact the roof's structural integrity. I also understand that the purpose of the antenna is to bring broadband data access to the above-referenced tenant's suite or apartment.

I understand that TPx and its affiliates will be solely responsible for the ongoing maintenance of the device and authorize access to the building and roof for future maintenance as required.

Furthermore, it is understood that TPx may remove the antenna equipment in the event the tenant referenced above moves from the building or terminates its service with TPx.

Customer Signature: _____

Title: _____

Date: _____

Additional Information:

The antenna/subscriber unit that TPx uses to provide service is a small device mounted on a vertical surface or short free-standing mast. Actual device used depends on installation location and is not user selectable.