



EST. 1972

Purchase Order D50367
Date of Purchase 2019-01-02
Allstream

New Mexico Office

Item	Quantity	Cost
Install charges	1	\$50
Mitel 5330e phones	5	\$1545.6
Labor cost	1	\$48.75

Total Cost \$1644.35

Today's Date January 2, 2019
Account Name Western Partitions
ICC Number 945209
Current Service Address 26055 SW CANYON CREEK RD
City, State, Zip Milwaukie, OR 97170

<u>Contract Term</u>	<u>coterm</u>	<u>Months</u>
1	1	1
2	2	2
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6	6	6
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Contact Name: Iyssen Sauter
Contact Number: (503) 624-5337
Email Address: Iyssen.sauter@westernparadise.com
Fax:

☐ Not applicable

MOVE ORDER INFORMATION

New Service Address _____ Suite _____
City, State _____ Zip _____

*Required Move Date _____

*Minimum Business days required once contract is received and accepted by Alltrans: _____

Business Days: 15 Days OSL: 20 Days T1: 30 Days

	Add/Change to Service				Add/Change to Service			
	Current Pricing						Add/Change to Service	
Local Services and Features	Monthly Unit Cost	Term Discount	Quantity	Estimated Monthly Charges ¹	Monthly Unit Cost	Term Discount	Install Charges	Estimated Monthly Charges
UC Desktop PRO Seat	\$ 18.35				\$ 10.00		5	\$ 94.75 \$ 50.00

Estimated Subtotals for Local Service

	Toll Services		Add/Change to Service		
	Per Minute Rate	Estimated Monthly Charges ¹	Per Minute Rate	Estimated Minutes	Estimated Monthly Charges ¹
<input type="checkbox"/> No change to existing toll services					
Interstate	\$ -	0	\$ -	0	\$ -
Intrastate	\$ -	0	\$ -	0	\$ -
Toll Free Interstate	\$ -	0	\$ -	0	\$ -
Toll Free Intrastate	\$ -	0	\$ -	0	\$ -
LD Valetplan Average	\$ -	0	\$ -	0	\$ -
					\$ 0.00 - \$0.00

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Adding 5 Desktop PRO licenses to existing term.

Customer represents and warrants the above information is true and correct and grants Allstream the right to deliver customer's name, address, and phone number as set forth above to the appropriate directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Allstream free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Allstream will take reasonable steps to ensure that the above information appears in the next directory to be published, however, Allstream does not warrant that the listing will be error-free. Allstream's liability for errors or omissions, including failure to publish in, Customer directory listings shall be limited to the charge for that listing during the effective life of the directory containing the error or omission. Allstream will provide a summary bill format unless contacted by the customer to revert to a detailed invoice option.

This Agreement includes the Master Service agreement executed by Customer and Alstom, together with any schedules or attachments hereto, and Alstom's policies and procedures located at www.alstrom.com, incorporated by reference herein, constitute a binding commitment between Alstom and Customer, effective upon execution of this Agreement, and supersede all prior written or verbal agreements or understandings. Customer acknowledges that Customer has read, ratify, and understands this Agreement; and the Master Service Agreement, and agrees to all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in the Alstom Master Service Agreement.

1. Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Allstream-imposed Network Access Assessment (NA4) applied dependent on service type—the current rate is 0.95% (1.09% in Colorado) and may be subject to change with 30 days prior written notice. Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of services, for more information about taxes, surcharges, and fees please visit: www.Allstreamtelecom.com.

Date _____

REQUIRED - Responsible Party email:

Date _____



COMPANY:	Western Partitions	PREPARED BY:	Jessica Parker
CONTACT:	Sean Hudson	EMAIL:	jessica.parker@calstream.com
ADDRESS:	8322 Broadway Blvd. SE	PHONE:	360-558-4395

SYSTEM TYPE:	The CLOUD	DATE PREPARED	1/2/2019
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Team Member	ASA	LABOR COST	\$48.75
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TOTAL PRICE (Plus applicable Sales Tax)	\$1,594.35
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	\$1,545.60
	\$48.75
	\$1,594.35

Drop ship 5 Mitel 5330e IP phones to customer.

By signing below, CUSTOMER agrees to all terms and conditions of PURCHASE AGREEMENT.

Western Partitions

Allstream TELECOM HOLDINGS, INC.

Alstream

AMAC AGREEMENT TERMS AND CONDITIONS

(1) **INSTALLATION.** Alstream, INC. ("Alstream") will install the equipment listed on the AMAC Purchase Agreement (the Equipment) at the Customer's premises pursuant to the terms and conditions of sale and installation in these AMAC Agreement Terms and Conditions. The Customer will obtain the consent of its landlord or building owner to install the Equipment and any other necessary approvals and permits and will pay the charge therefore. The Installation Date, as the term is used herein, shall be the date upon which the Equipment is first installed and available for use by the Customer.

(2) **WARRANTY.** Subject to the provisions of this paragraph, Alstream warrants that the Equipment and its installation will be free from defects in material and workmanship. The term of this warranty shall be a period of one year from the Installation Date. In the event that a Customer is covered by a Guardian Warranty and Installation Agreement, the warranty period under these AMAC Agreement Terms and Conditions shall be coterminous with the Guardian Warranty and Installation Agreement period, but shall in no case be less than 12 months. In no event will Customer will double-recover for a defect in equipment or installation under the Terms and Conditions of both the AMAC Agreement Terms and Conditions and the Guardian Warranty and Installation Agreement. If defects appear within the applicable warranty period, Alstream will have the option of repairing or replacing the Equipment at its expense. Such repair or replacement shall be Customer's exclusive remedy for breach of warranty. This warranty does not extend to any

- a) subject to misuse, neglect, accident, fire or other casualty
- b) wired, installed, repaired or altered by anyone other than Alstream
- c) moved from its original location or no longer owned and used by the Customer named herein; or
- d) previously excluded from coverage under the original Guardian Warranty and Installation Agreement.

(3) **LIMITATION OF LIABILITY.** Except as specifically provided in these AMAC Agreement Terms and Conditions and the Terms and Conditions of a Guardian Warranty and Installation Agreement, if applicable, there are no other warranties regarding the sale or installation of the Equipment, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event shall Alstream be liable for loss of profits, benefits, indirect, consequential or similar damages even if Alstream has been advised of the possibility of such damages. Alstream's liability for any and all monetary damages is limited to an amount not to exceed the total Purchase Price for the Equipment in question regardless of the form in which any legal or equitable action may be brought against Alstream.

No action, regardless of form, arising out of this transaction under this Agreement may be brought by either party more than one year after the cause of action has occurred, except that an action for non-payment may be brought within one year after the date of the last payment.

(4) **SECURITY INTEREST: RISK OF LOSS.** Alstream reserves a purchase money security interest in the Equipment covered by this Agreement in the amount of the unpaid balance of the purchase price of the Equipment (Purchase Price) until payment in full of the Purchase Price in accordance with the terms and conditions set forth in this Agreement. A financing statement may be filed with the appropriate public authorities and the Customer agrees to sign any forms presented to it by Alstream at any time to protect Alstream's security interest. Alstream shall bear the risk of loss or damage to the Equipment while at the Premises until the Installation Date except for loss or damage caused by the Customer's negligence, or from improper storage of the Equipment or storage in areas accessible to unauthorized persons. After the Installation Date, all risk of loss or damage to the Equipment shall be borne by the Customer.

(5) **DEFAULT.** If the Customer breaches any provision of these AMAC Agreement Terms and Conditions, including, without limitation, its payment obligations, the Customer shall be in default hereunder and all unpaid amounts of the Purchase Price shall, at Alstream's option, become immediately due and payable. Alstream shall then have all rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws. Alstream shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder. Alstream may charge interest on overdue amounts at the rate of 1.5% per month, but not in excess of the highest rate permitted by law.

(6) **UNCONTROLLABLE CIRCUMSTANCES.** If the performance of any part of these AMAC Agreement Terms and Conditions by Alstream is prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, or any other cause beyond the control of Alstream, Alstream shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes. All delivery and installation dates are approximate, and Alstream shall under no circumstances be liable for damages—special, incidental or consequential—resulting from delays in delivery or installation.

(7) **MISCELLANEOUS.** These AMAC Agreement Terms and Conditions are tendered to the Customer for execution by it but shall not be binding upon Alstream until accepted in writing by a manager or a corporate officer of Alstream. Deposit or other acceptance of the payment tendered herewith shall not constitute acceptance of this agreement. The Customer's offer made hereby shall be irrevocable for a period of 30 days from the Customer's execution hereof. These AMAC Agreement Terms and Conditions and the Terms and Conditions of a Guardian Warranty and Installation Agreement, if applicable, constitute the entire agreement between the parties relative to the sale and installation of the Equipment and supersede all prior negotiations and statements. This Agreement may not be amended or supplemented except by an instrument in writing executed by both parties. In the case of Alstream, such execution must be by a manager or a corporate officer. This Agreement shall be governed by and construed in accordance with the law of the state in which it was signed. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

Alstream and Customer each represent that they have the power and authority to enter into this Agreement and that the same constitutes a valid and binding obligation of each party.

The Customer understands that the Purchase Price does not include the use of Teflon cable or conduit. Any use of Teflon cable or conduit would result in additional cost added to the Purchase Price.

(8) **LEASE/FINANCE.** If "Lease/Finance" is checked on the front of this Agreement, Alstream will endeavor to make leasing or financing arrangements on the terms specified. The Customer will supply financial information and will execute the leasing or financing company's standard documents. Even if the Equipment is leased or financed, the warranty shall run to the Customer. In the event the Customer elects to have Alstream begin installation before lease or financing arrangements have been finalized, if such arrangements cannot be obtained, Customer agrees to pay Alstream in full in accordance with the cash Purchase Price on the front of this Agreement.

(9) **CREDIT.** Alstream is authorized to investigate or appoint an agent to investigate Customer's credit standing.

(10) **TAXES.** Unless otherwise provided, Customer will be liable for the payment of all taxes associated with the purchase and installation of the Equipment.