



Service Agreement

Navarro County

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.

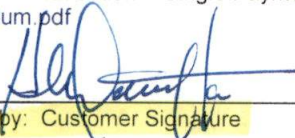
Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at www.tpx.com/rates.

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

Customer Requested Due Date: 9/30/2021

RS ID	Title	Address	Non-Recurring	Recurring
811426	8404 Esters Blvd, Irving TX	8404 Esters Blvd, Irving, TX 75063	\$3,850.00	\$795.00
Totals			\$3,850.00	\$795.00

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf


Agreed by: Customer Signature

10-8-2021
Date

H. M. DAVENPORT, Jr.
Customer Name (Print)

NAVARRO County Judge
Title

Sales Representative Name

Phone

Agreed by: Authorized TPx Representative Signature

Date

v052920



Rate Schedule #811426
8404 Esters Blvd, Irving TX

Quote ID: 437304
9/27/2021

Navarro County

Good through: 10/27/2021

Address: 8404 Esters Blvd, Irving, TX 75063

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

MSx WAN (Install) PQE Code: 353327	Description	Qty	Each	Usage	Type	NRC	MRC
MSx WAN Core		1	\$0.00	-	MSx	-	\$0.00
Multi Services Router 1000		1	\$3,850.00	-	xNet	\$3,850.00	-
Inbound Internet Failover - Block of 4 (1 usable)		1	\$10.00	-	MSx	-	\$10.00
Inbound Internet Failover - Non Recurring Charge		1	\$0.00	-	xNet	\$0.00	-
MSx WAN - Core 1000M		1	\$425.00	-	MSx	-	\$425.00
MSR - Prof Installation		1	\$0.00	-	MSx	\$0.00	-
HSIA		1	\$0.00	-	MSx	-	\$0.00
None - Related Voice Service		1	\$0.00	-	MSx	-	\$0.00
TPx 4G LTE - Failover		1	\$80.00	-	xNet	-	\$80.00
4G LTE Network Access - Install		1	\$0.00	-	xNet	\$0.00	-
4G LTE Network Access		1	\$35.00	-	xNet	-	\$35.00
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
						\$3,850.00	\$585.00
Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 1 x 1 Gbps (ICB Code: RP_UF)		1	\$185.00	-	xNet	-	\$185.00
Professional Installation		1	\$0.00	-	xNet	\$0.00	-
Public IPs - Block of 8 (5 usable)		1	\$25.00	-	xNet	-	\$25.00
						\$0.00	\$210.00



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

Navarro County

Company Legal Name (Individual if Sole Proprietorship)

8404 Esters Blvd Irving, TX 75063

Billing Address

Section 2 Acceptance

The parties have agreed to the Terms and Conditions Attachment and each addendum identified and linked below (each an "Addendum" and collectively the "Addenda"). Each reference to an "Addendum" includes all attachments, exhibits, and schedules incorporated into such Addendum. The Master Service Agreement and all Addenda (whether incorporated herein as of the effective date of this Master Service Agreement or thereafter) are referred to as the "Agreement".

The Agreement also includes one or more Service Agreements entered into by the Customer and TPx. "Service Agreement" means a service agreement entered into between TPx and Customer that incorporates by reference this Master Service Agreement and specifies services and products to be provided by TPx pursuant to this Master Service Agreement, the Terms and Conditions Attachment and the Addenda applicable to such Services. The Service Agreement will specify the charges to the services and products provided thereunder, the initial term of the Service Agreement, service location(s) and other information applicable only to the Services provided pursuant to such Service Agreement.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE FOLLOWING ON THE DATE ENTERED BY YOU BELOW:

TPx Terms and Conditions set forth at www.tpx.com/terms

Service Level Agreements (SLA) set forth at www.tpx.com/sla

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at www.tpx.com/Equipment-Addendum.pdf

MSx Service Addendum set forth at www.tpx.com/MSx-Service.pdf

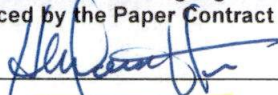
Downsize Services without Incurring ETF set forth at www.tpx.com/downsize.pdf

Waive ETF After Merger or Acquisition set forth at www.tpx.com/merger.pdf

Additionally by signing below, the person signing on behalf of Customer (i) personally represents and warrants to TPx that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement, including the Addenda incorporated by reference below, (ii) consents to receiving electronic communications from TPx via the email address provided in Section 1 of this Agreement and (iii) acknowledges that he or she has reviewed and agreed to each Addendum hereto. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH REQUIRES THE BINDING ARBITRATION OF DISPUTES AND WAIVES RIGHTS TO JURY TRIALS AND CLASS ACTIONS. This Agreement will become a binding contract upon execution by Customer and TPx.

ELECTRONIC CONTRACTING AND SIGNATURE ACKNOWLEDGMENT. To the extent that Customer executes this Agreement electronically, Customer agrees that (i) the Agreement (including all Addenda) is an electronic contract executed by Customer using Customer's electronic signature, (ii) Customer's electronic signature signifies Customer's intent to enter into the Agreement (including all Addenda) and that the Agreement (including all Addenda) be legally valid and enforceable in accordance with its terms to the same extent as if Customer had executed the Agreement using its written signature and (iii) the authoritative copy of the Agreement ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by TPx for the storage of authoritative copies of electronic records, which shall be deemed held by TPx in the

ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by TPx as the original (the "Paper Contract"), then Customer acknowledges and agrees that (1) Customer's signing of the Agreement with Customer's electronic signature also constitutes issuance and delivery of such Paper Contract, (2) Customer's electronic signature associated with the Agreement, when affixed to the Paper Contract, constitutes Customer's 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  _____

Agreed by: Customer Signature

Date

H.M. DAVENPORT, Jr.

10-8-2021

Customer Name (Print)

Title

NAVARRO County Judge

Sales Representative Name

Phone

v052920



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 Roles

Primary Account Authority / Authorized Signee: This user will have full access to all CPNI data related to network configuration and usage. This user will have full administrative access for the account which includes managing account settings, viewing invoices, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports. *Only this user will be authorized to sign any Service Agreements or Equipment Addendums.* Only this user will be authorized to add "secondary" users to the authorized list.

Alternate Primary Account Authority: This user will have full access to all CPNI data related to network configuration and usage. This user will have partial administrative access for the account which includes managing account settings, making payments, initiating new orders, providing price change approvals, and overseeing trouble reports.

Agent Contact: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Voice Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Data Vendor: This user will have access to CPNI data and for the account in accordance with their Authority Level which is to be determined by the Primary Account Authority / Authorized Signee.

Authority Levels

R/W/A (Read/Write/All) Grants full authority to CPNI usage and network configuration data. Permits authority to request account information, view and remit payments, place and oversee orders, and initiate & manage trouble reports.

R/W/B (Read/Write/Bill) Grants authority to CPNI network configuration data in support of resolving billing related issues. Permits authority to view invoices, request invoice related changes on the account such as the billing address, and to view and remit payments.

R/W/O (Read/Write/Orders) Grants authority to CPNI network configuration data in support of order implementation. Permits authority to oversee all open orders against the account and to initiate orders against the account for existing service changes or ancillary service additions


R/W/T (Read/Trouble) Grants authority to CPNI network configuration data in support of resolving trouble on the account. Permits authority to report and look after trouble related to existing services on the account.

PRIMARY ACCOUNT AUTHORITY/ AUTHORIZED SIGNEE				<input type="checkbox"/> Email Opt Out	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
ALTERNATE PRIMARY ACCOUNT AUTHORITY				<input type="checkbox"/> Email Opt Out	
Name		Title			
Phone		Cell		Email	
Authority Level: RWA					
AGENT CONTACT			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"/> RWT					
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"/> RWT					
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"/> RWT					

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

Navarro County

Company Legal Name

Authorized Signature: 

Date: 10-8-2021

Printed Name: H. M. DAVENPORT, JR

Title: NAVARRO COUNTY JUDGE

v060721



Deposit Contingency Addendum

This Addendum ("Addendum") to the Master Service Agreement is by and between **U.S. TelePacific Corp. and/or its affiliated companies**, 303 Colorado Street, Suite 2075, Austin, TX 78701 ("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

Navarro County

Company Legal Name

Business Type _____

Doing Business As (DBA) _____ State of Organization _____

Billing Address

8404 Esters Blvd Irving, TX 75063

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

- 1. In review of Customer's current credit standing, TPx requires a deposit in the amount of \$ 0 to be paid as a contingency for service. We agree 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:
 - 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 actions of suspension have been taken in that six-month period for unpaid billing

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 one of the following deposit payment options:
 - a. By Phone (Check or Credit Card): Provide contact name and number below and the Customer Financial Service team will call the customer directly for the deposit payment; or
 - b. By Mail (Check only): Send to: TPx Communications, 3300 N. Cimarron Road, Las Vegas, NV 89129; Attn: Accounts Receivable; placing "Deposit for Service", and the Quote number or existing billing account number in the memo line; contract and orders will be held until check is received and cashed

- 3. In lieu of paying a deposit, TPx is willing to accept automatic payment as Automatic Clearing House (ACH) from an active checking account for the full term of the contract. The following shall apply for this option:
 - a. Financial information will be set up to initiate from the TPx payment system
 - b. This election may be changed at any time with payment of the original deposit pursuant to the provisions of paragraphs 1 and 2 above; contact the Payment Center at 800-814-4180 with questions
 - c. Monthly payments by credit card are not an option for this election – only ACH (checking)

4. Please choose your election and sign below:

- Deposit paid by check or credit card by phone per section 2a
- Deposit check mailed to TPx per section 2b
- ACH in lieu of deposit per section 3. (note: *selecting ACH authorizes TPx to draft full monthly invoice balance via ACH from your active checking account*)

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

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

Customer Signature

Date 10-8-2021

Printed Name H.M. DAVENPORT, Jr.

9/27/21, 4:06 PM
v071921

Quote: 437304 / Navarro County - Dash



Equipment Deposit Invoice

9/27/2021

Quote Number: 437304
Invoice Number: 437304A

Customer:
Navarro County
8404 Esters Blvd
Irving, TX 75063

Due (50%): \$1,925.00

Amount

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

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

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

ADDENDUM TO MASTER SERVICE AGREEMENT

This Addendum to Master Service Agreement (“Addendum”) is made as of the 27th day of September 2021, by and between **TPx Communications Co.**, a Washington corporation, 303 Colorado Street, Suite 2075, Austin, TX 78701 (“TPx”) and **Navarro County**, a Texas governmental entity, 8404 Esters Boulevard, Irving, TX 75063 (“Customer”).

This Addendum amends and modifies that certain Telecommunications Account Agreement between TPx and Customer signed by Customer on the ___ day of _____, 20__, (“Agreement”), as follows:

1. Based on the volume of Services purchased 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 three (3) year term (Initial Term) and other fees and charges set forth in the Agreement, which is different from those Terms and Conditions provided for the same Services to others.

2. Customer represents that it or its end user customer is a public entity and/or the Services provided under this Agreement are otherwise subject to public funding sources. Customer represents and warrants that all necessary funds have been appropriated to satisfy Customer’s obligations for the underlying service(s) through the first anniversary of the Service Commencement Date (the 1st Anniversary). If, for any year of the Initial Term following the 1st Anniversary: (a) no funds are appropriated for any of Customer’s communications facilities, services or technologies for any of the Service Locations listed in any attached Service Order; (b) Customer has no alternative but to discontinue all facilities, services and technologies to such Service Locations for that funding year (for example, no internet connections may be made from any of such Service Locations during such year); (c) TPx has received a written Notice from Customer confirming the occurrence of items (a) and (b) of this paragraph (the “No Funding Notice”), then, on the following terms, Customer, may terminate the affected Service Order(s). The “Effective Date of Termination” for the Service Order shall be the later of (a) the 1st Anniversary; (b) the first day of the funding year for which no funds are appropriated (or any of Customer’s communications facilities, services or technologies for any of the Service Locations listed above in the affected Service Order, or (c) thirty (30) days from the date the above referenced No Funding Notice is received by TPx. In the event of such a termination, the parties agree that Customer shall pay for all services rendered under the affected Service Order(s) through the Effective Date of Termination, but Customer shall not incur any further termination liability of any sort for such termination. Customer agrees not to deprive TPx of the anticipated benefit of any attached Service Order by artificially terminating, or allowing for an artificial termination of, such service and shall not “terminate” any service and then immediately replace the order for the same service with Customer, a Customer affiliate, or another supplier.

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

TPx Communications Co.,
a Washington corporation

Navarro County,
a Texas governmental entity

By: _____

By: H. M. Davenport, Jr.

Name: _____

Name: H. M. DAVENTON, Jr.

Title: _____

Title: NAVARRO County Judge

APPROVED BY LEGAL

REH 9-27-2021



Envelope Data

Subject: Rsign agreement revised (final)
Documents: Quote_424777_Texoma HIDTA - Dash_09272021.pdf, Navarro County Addendum to MSA 09 27 21.pdf
Document Hash: 4582449
Envelope ID: ENV65386103-9541-ECED-6617-EDBC
Sender: Robert Czzowitz
Sent: 09/27/2021 23:20 PM UTC
Status: Completed
Status Date: 09/27/2021 23:22 PM UTC

Recipient(s) / Roles

Name / Role	Address	Type
Robert Czzowitz	robert.czzowitz@tpx.com	Sender
Robert Czzowitz	robert.czzowitz@tpx.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
Robert Czzowitz	robert.czzowitz@tpx.com	72.193.81.217	09/27/2021 23:20 PM UTC	Created
Robert Czzowitz	robert.czzowitz@tpx.com	72.193.81.217	09/27/2021 23:22 PM UTC	Signed
			09/27/2021 23:22 PM UTC	Status - Completed

Signer Signatures

Signer Name / Roles	Signature	Initials
Robert Czzowitz	