



## Telecommunications Account Agreement

Must include Service Agreement/Network Services Order

This Telecommunications Account Agreement (referred to as "Agreement" or "TAA") 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)).

### Section 1 Customer Information

Company Legal Name (Individual if Sole Proprietorship)	County of Lake		
Doing Business As (DBA)			
Legal Composition:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC State Organized:
Officer/Owner Name & Title	Shane French IT Manager		
Officer/Owner Name & Title	Shane French IT Manager		
Main Service Address:	255 N Forbes SUIT 209		
City:	Lakeport	State:	CA ZIP Code: 95453
Billing Address (if different):			
City:		State:	ZIP Code:
Customer's E-mail Address:	shane.french@lakecountycalifornia.gov		

### 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 your responsibility for any of our property on your premises, for use of 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 3rd 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.

Continued on page 2



**Section 2 Terms and Conditions Summary continued**

**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:

<input checked="" type="checkbox"/>	Initial	FULL TERMS AND CONDITIONS SET FORTH AT <a href="http://www.tpx.com/terms">www.tpx.com/terms</a>
<input type="checkbox"/>	Initial	ONESECURE ADDENDUM SET FORTH AT <a href="http://www.tpx.com/OneSecure-Addendum.pdf">www.tpx.com/OneSecure-Addendum.pdf</a>
<input type="checkbox"/>	Initial	REMOTESTOR ADDENDUM SET FORTH AT <a href="http://www.tpx.com/RemoteStor-Addendum.pdf">www.tpx.com/RemoteStor-Addendum.pdf</a>
<input checked="" type="checkbox"/>	Initial	SERVICE LEVEL AGREEMENTS (SLA) SET FORTH AT <a href="http://www.tpx.com/sla">www.tpx.com/sla</a>
<input type="checkbox"/>	Initial	YOU CONSENT TO RECEIVING ELECTRONIC COMMUNICATIONS FROM TPx VIA THE EMAIL ADDRESS PROVIDED IN SECTION 1.

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. 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 MAY BE ENFORCED BY THE PARTIES.** This Agreement shall become a binding contract upon execution by Customer and acceptance by TPx.

X \_\_\_\_\_  
Agreed by: Customer Signature

\_\_\_\_\_ Date

Customer Name (Print) \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_  
Sales Representative Name

\_\_\_\_\_  
Phone

X \_\_\_\_\_  
Agreed by: Sales Manager Signature

\_\_\_\_\_ Date



QUOTE: QUO-535022-041717

Name of Customer: County of Lake

In addition to the Terms and Conditions to which Customer has agreed on the TAA, Customer and TPx Communications agree to amend and modify the Terms and Conditions of the TAA as follows:

**Addendum - Downsize Services Without Incurring Early Termination Fee**

With forty-five (45) days written notice to TPx Communications, you may terminate Services that are not needed and pay an amount equal to the tariffed Non-Recurring Charges for installation of Services and any third-party vendor charges associated with the disconnection of services at your current location. All other termination charges will not apply, provided the total Monthly Recurring Charges covered by this Agreement at any time are not reduced by more than twenty percent (20%) below the greater of the total Monthly Recurring Charges applicable to the Services installed at the commencement of this Agreement, or the total Monthly Recurring Charges applicable to the Services provided to you in any one of the past three (3) months. If the total Monthly Recurring Charges for Services falls below the eighty percent (80%) level, you will pay the termination charges as explained in Section 4 of the Terms and Conditions.

You may not port or transfer any of the terminated Services to a different service provider without paying the termination charges explained in Section 4 of the Terms and Conditions.

**Addendum to TAA Month-to-Month Renewal After Current Term**

Notwithstanding any other provisions to the contrary in Paragraphs 2(b) and 4(a) of the Terms and Conditions of the Agreement, you agree that, at the end of the current Term, the Term of this Agreement will renew on a month-to-month basis unless either you or TPx Communications notifies the other in writing at least thirty (30) days prior to the end of the then-current Term of the intent not to allow the Agreement to renew.





## Application for Credit

Please complete all sections completely and legibly. Incomplete applications can not be processed.

The information below is warranted to be true and correct by the below named Customer and is given for the purpose of obtaining credit from TPx Communications. Customer authorizes TPx to conduct a routine credit check in connection with its application for service. TPx will keep such information confidential and only use it for the purpose of evaluating Customer's credit in connection with Customer's application for service. This application for credit shall be construed in accordance with the laws of the State of California.

### Section 1 Customer Information (please complete all sections completely and legibly)

Company Legal Name (Customer) County of Lake

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

Legal Composition: ☐ Corporation ☐ Sole Proprietors ☐ General Partnership ☐ LLP ☐ LLC State Organized: \_\_\_\_\_

Federal Tax I.D. \_\_\_\_\_ Exempt? (circle) No Yes Business Type: \_\_\_\_\_

State Tax Info: Tax Exempt# \_\_\_\_\_ Dun & Bradstreet # (D&B) 071554760

Process as Personal Guarantee ☐ (Mark if Applicable)

Officer/Owner Name & Title Shane French IT Manager Social Security # \_\_\_\_\_

Officer/Owner Name & Title Shane French IT Manager Social Security # \_\_\_\_\_

Current Carrier Reference: Carrier Name \_\_\_\_\_

Account #: \_\_\_\_\_ Phone #: 1-707-263-2341 Length of Service: \_\_\_\_\_

Estimated Monthly Long Distance Usage \_\_\_\_\_ Estimated International Usage \_\_\_\_\_ International Block? (circle) No Yes

Main Service Address: 255 N Forbes SUIT 209

City Lakeport State CA ZIP Code 95453

Billing Address (if different): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_



## Application for Credit

Agreed By, Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

530-573-0976



## 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.

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

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.

<b>PRIMARY ACCOUNT AUTHORITY /AUTHORIZED SIGNEE</b>		<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	
<b>ALTERNATE PRIMARY ACCOUNT AUTHORITY</b>		<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	
<b>AGENT CONTACT</b>		<b>COMPANY NAME</b>
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	
<b>VOICE VENDOR</b>		<b>COMPANY NAME</b>
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	



## Customer Contact Authority

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 level authority."*

Company Legal Name :	County of Lake	Account Number:	
Printed Name :	_____	Title:	IT Manager
Authorized Signature:	_____	Date :	_____

Email: Scan signed documents and send to: [customercare@tpx.com](mailto:customercare@tpx.com) Fax: 866-891-2088





## Letter Of Agency

### 1. Customer and Carrier Identification

Current Carriers \_\_\_\_\_

Contact Name and Title Shane French IT Manager

Company Legal Name (Customer) County of Lake

Service Address (Street/City/State/Zip) 255 N Forbes SUIT 209 Lakeport CA 95453

Billing Address (Street/City/State/Zip) 255 N Forbes SUIT 209 Lakeport CA 95453

Other Company Names (DBA) \_\_\_\_\_

### 2. Billing Telephone Numbers

This authorization covers all customer numbers associated with the Billing Telephone numbers listed below:


### 3. Approval

☒ **Customer Service Records**

To: Current Carrier(s) Listed Above.

Subject: The Customer Identified above hereby authorizes TPx Communications to act as its agent in dealing with local companies listed above for the purpose of generating a proposal for TPx Communications

☒ **Service Change**

☒ **New Service**

I, the undersigned, act on behalf of the company with respect to the telephone number(s) listed above. I authorize TPx to act as our agent either to (1) change our telecommunications carrier from current carrier (s) or (2) initiate new service.

☒ Local Service

☒ IntraLata Toll:

☒ InterLata Long Distance Service:

Carrier:

Carrier:

or

☐ I want to retain my existing LD carrier on some or all of my telephone numbers.

☐ Specify Intra and InterLata PIC for each telephone number on attachment.

I understand that only one telecommunications carrier may be designated as my primary interexchange carrier for any one telephone number for each (a) IntraLATA Toll and (b) InterLATA Long Distance services. I also understand that if I select no primary interexchange carrier (NO PIC), I will be unable to make IntraLATA Toll and/or InterLATA long distance calls except by using casual dialing. I understand that any change in my primary carrier selection may involve a charge.





## Letter Of Agency

### (4) Agreement



Contact Name	Title
Customer Signature	Date

### 5. Primary Interexchange Carrier Selection Table

Telephone Number	Custom BL	IntraLATA			InterLATA		
		PIC	PIC Code	Active DateFreeze PIC	PIC	PIC Code	Active DateFreeze PIC



I AGREE TO NOTIFY TPx OF ANY CHANGES TO THE SERVICE LOCATION AND CONTACT INFORMATION PROVIDED TO ALLOW THEM TO MAINTAIN ACCURATE RECORDS AT ALL TIMES. I UNDERSTAND THAT NOT FOLLOWING THESE REQUIREMENTS MAY RESULT IN AN ADDITIONAL \$125.00 FEE ASSESSED FOR EACH 911 CALL PLACED FROM A LOCATION NOT PROPERLY DOCUMENTED IN THE DATABASE.

FINALLY, I ACKNOWLEDGE THAT USE OF THIS SERVICE AT A NON-REGISTERED LOCATION OR FAILURE TO PROVIDE UPDATED INFORMATION TO TPx THAT RESULTS IN INACCURATE DATABASE RECORDS CAN CAUSE 911 CALLS TO BE ROUTED TO AN INCORRECT PSAP THAT CANNOT PROVIDE EMERGENCY SUPPORT TO YOUR LOCATION.

I have read and understand the above information regarding the limitations on the 911 and E911 emergency services available through TPx SmartVoice and/or other VoIP or multi-line services.

X Company Name: \_\_\_\_\_  
X By: \_\_\_\_\_  
X Print Name: \_\_\_\_\_  
X Title: \_\_\_\_\_  
X Date \_\_\_\_\_



## CUSTOMER NOTICE AND ACKNOWLEDGEMENT OF 911 AND E911 SERVICE LIMITATIONS

**Customer Name:** County of Lake  
**Order Number:** QUO-535023-041717

### INSTRUCTIONS TO CUSTOMER:

Please check either Yes or No for all of the questions listed below to determine your specific 911 requirements. It may be necessary for you to consult with your vendor.

1. Do you have users in multiple buildings or suite locations in a campus-like environment?

☐ Yes ☐ No

2. Do you have a large Call Center type environment that requires the 911 emergency center to see EACH station number should anyone dial 911?

☐ Yes ☐ No

3. Do you have multiple locations associated to the service we will be providing you? (Please Note: This could include locations connected via your private network and managed through your on-premise equipment, i.e. PBX)

☐ Yes ☐ No

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| • Remote home employee                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Remote Branch Office(s)                   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Voice Users connected via private network | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Any users in another State                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

4. Are we delivering your voice services to a Data Center rather than to your business location?

☐ Yes ☐ No

5. Have you ever moved any of your locations that we are providing service for, but kept your telephone numbers from the previous location?

☐ Yes ☐ No

Thank you for taking the time to help us establish the best 911 solution for your business.

Please read the following important notice regarding limitations on 911 and E911 emergency services available through SmartVoice and/or other VoIP or multi-line services ("Service") and sign the acknowledgement at the end on page 3.





## **911 and E911 Service Limitations**

It is essential that SmartVoice and/or other VoIP and multi-line business customers be aware of what is required for their 911 calls to go to the correct Public Safety Answering Point (PSAP) so that emergency personnel respond to the location from which the call was actually made.

If you do not provide TPx with accurate phone number and location information for each telephony device, the 9-1-1 operator may send emergency responders to the location where the main telephone system is located (such as headquarters or a main building) rather than to the exact location from which the 9-1-1 call was placed, posing a major risk to employees and customers. Additional information at [www.tpx.com/user-guides](http://www.tpx.com/user-guides)

### **1) Accurate Location / Address and Caller ID Information**

Accurate location/address and Caller ID information is needed for each telephony device, especially if you use a Private Network or MPLS services to extend your telecommunications services to other physical locations. Therefore, any time a telephony device is unplugged from one location and moved to a distant location, you need to notify TPx and request a change in your telephone number location records.

### **2) Power Outages**

Unlike traditional voice services, VoIP and data services may not function during a power outage, causing you to be unable to make 911 calls. For VoIP services, including 911, to function in power outages, a back-up power supply, such as back-up batteries or a generator, is required. TPx does not supply such sources of back-up power.

### **Disclaimer of Liability and Indemnification.**

We do not have any control over the answering and response to 911 calls. We disclaim all responsibility for the conduct of any emergency response centers. We rely on third parties to assist us in routing 911 calls to emergency response centers. We disclaim any and all liability or responsibility in the event such third party call routing is incorrect or yields an erroneous result. NEITHER TPx NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. You shall defend, indemnify, and hold harmless TPx, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.