

Development Corporation of Mercedes, Inc.
SPECIAL CALLED MEETING
May 2nd, 2024 at 5:00PM
320 S. Ohio

Development Corporation of Mercedes, Inc.

Agenda

May 2, 2024 11:30AM

320 S Ohio

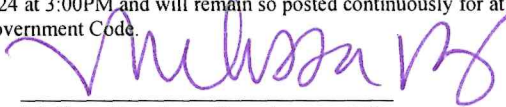
NOTICE, is hereby given that the Development Corporation of Mercedes, Inc. will be holding a **Special Called Meeting** on **Thursday, May 2, 2024 at 5:00PM** at the **Development Corporation of Mercedes at 320 South Ohio** for the purpose of considering and taking formal action regarding the following items:

1. Call meeting to order
2. Discussion and Action: Telephones Contract
3. Executive Session: Section 551.087: Economic development negotiations with Project Kamel, Section 551.071: pending legal issues with Case No. C-4846-19-A and on any regular agenda item requiring confidential, attorney-client advice necessitated by the deliberation or discussion of said item as needed.
4. Discussion and Action: item #3
5. Adjournment

The Board of Directors reserves the right to go into Executive Session at any time during the meeting to consult with its attorney in accordance with Section 551.071; deliberate the purchase or sale of real property in accordance with Section 551.072; deliberate personnel matters in accordance with Section 551.074; and/or deliberate economic development negotiations in accordance with Section 551.087. This notice is given in accordance with Vernon's Texas Code Annotated, Texas Government Code, Section 551.001 et. seq.

I hereby certify this Notice of a Meeting of the Development Corporation of Mercedes was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Mercedes, located at 400 S Ohio, visible and accessible to the general public during and after working hours. This notice was posted on the 29th day of April 2024 at 3:00PM and will remain so posted continuously for at least 72-hours proceeding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

ATTEST:


Melissa Ramirez, Development Corporation of Mercedes

1. Call meeting to order

2. Discussion and Action: Telephones Contract

Memo

To: DCM Board of Directors
From: Zefra Mascorro, Administrative Coordinator
CC: File
Date: 4/29/2024
Re: Telephones Contract

Due to antiquated equipment and telephones not functioning properly the attached quotes were requested.

Recommendation: Landstar Telecom

Quotes for Phone Service/Equipment

	ICX	Spectrum VoIP	Landstar Telecom
Local Office/Technicians:	None	Technicians 7 day/ free trial	McAllen Office
Trial:	None	None	None
Deposit:	2 months security deposit	None	None
Term:	36 months	60 months	12 months
Calling:	Unlimited inbound/outbound calling in US and Canada 60 months International calls and 800 can be added to account and billed on a per minute basis	unlimited calling US, Canada & Mexico set up of 1,800 number if needed 60 months/cost can be removed from quote	Unlimited calls to US and Canada until services are cancelled set up 1-800 if number if needed
Fax:	None	None	None
Maintenance:	Maintenance of all ICX Provided Hardware	Professional Installation/ no installation fee	Maintenance provided by Landstar Team Technicians
Installation:	On-Site Installation and Service for Primary Phones (Minimum Qty of 5)	Warranty provided by Spectrum VoIP	Efficient Installation and Provisioning
Warranty:	Extended Manufacturer hardware warranties	Unlimited Training	Unlimited Warranty with Landstar Telecom Services
Training:	On-Site Training (Minimum Qty of 5)	Spectrum VoIP will call prior to renewal or go on a month to month	Landstar Telecom training provided programmed to operate or function to business needs
Renewal:	at the end of agreement automatically renews for 12 months with a monthly payment increase of 1.0%	Yealink T43U	Month to month renewal with same rate
Phone model:	Yealink SIP-T54 Prime Business Phone		Yealink T54W

	ICX	Spectrum VoIP	Landstar Telecom
Phone Features	<p>One license required for each user</p> <p>ICX Total Cloud Open User with voicemail</p> <p>Unlimited messaging</p> <p>Desktop application</p> <p>Mobile application</p> <p>Mobile integration</p> <p>Single number notification</p> <p>Call history</p> <p>Call record</p>	<p>User with voicemail</p> <p>ICS Total Cloud Open User with voicemail</p> <p>Unlimited messaging</p> <p>Desktop application</p> <p>Mobile integration</p> <p>Call history</p> <p>Call record</p>	<p>User with voicemail</p> <p>ICS Total Cloud Open User with voicemail</p> <p>Unlimited messaging</p> <p>Desktop application</p> <p>Mobile integration</p> <p>Call history</p> <p>Call record</p>
Voice Features	<p>Auto attendants</p> <p>Click to call screen/pop</p> <p>Video and Audio Conferencing</p> <p>Call forwarding</p> <p>Mentor Coach & Join</p> <p>Call Center Queing</p> <p>Caller ID Name & Numbering</p> <p>Dial by Name Directory</p> <p>DIDs with local presence (provide a 1,800 # if needed)</p> <p>Page & Intercom</p> <p>3 or 4 Extension Dialing (multiple sites)</p> <p>Individual Voicemails</p> <p>Text Enable your DIDs for SMS/MMS</p> <p>Presence Monitoring</p> <p>Message/Music on Hold</p>	<p>Auto attendants</p> <p>Click to call screen/pop</p> <p>Call forwarding</p> <p>Caller ID Name & Numbering</p> <p>Page & Intercom</p> <p>3 or 4 Extension Dialing (multiple sites)</p> <p>Individual Voicemails</p> <p>Group Listening, SMS, emergency call</p> <p>Presence</p> <p>Message/Music on Hold</p>	<p>Auto attendants</p> <p>Click to call screen/pop</p> <p>Call forwarding</p> <p>Caller ID Name & Numbering</p> <p>Page & Intercom</p> <p>3 or 4 Extension Dialing (multiple sites)</p> <p>Individual Voicemails</p> <p>Group Listening, SMS, emergency call</p> <p>Presence</p> <p>Message/Music on Hold</p>
Mobility Features	<p>Find Me/Follow Me</p> <p>VoiceMail to Email Notification</p> <p>Softphone</p> <p>Remote work from home</p>	<p>Find me (multiple number)</p> <p>Email notification</p>	<p>Find me (multiple number)</p> <p>Email notification</p>
Stability Features	<p>Priorities Voice (QoS) w/Router</p> <p>Automatic Failover in case of internet or power failure (emergency)</p> <p>Communication continuity/redundancy</p> <p>Cellular Failover</p> <p>Multiple Data Centers</p>	<p>Priorities Voice (QoS) w/Router</p> <p>Automatic Failover in case of internet or power failure (emergency)</p> <p>Communication continuity/redundancy</p> <p>Cellular Failover</p> <p>Multiple Data Centers</p>	<p>Priorities Voice (QoS) w/Router</p> <p>Automatic Failover in case of internet or power failure (emergency)</p> <p>Communication continuity/redundancy</p> <p>Cellular Failover</p> <p>Multiple Data Centers</p>
Management Features	<p>Status Admin Portal</p> <p>Status User Portal</p> <p>Status Reception Console</p> <p>Call Logging</p> <p>Call Center Reporting</p>	<p>Status Admin Portal</p> <p>Status User Portal</p> <p>Status Reception Console</p> <p>Call Logging</p> <p>Call Center Reporting</p>	<p>Status Admin Portal</p> <p>Status User Portal</p> <p>Status Reception Console</p> <p>Call Logging</p> <p>Call Center Reporting</p>

Total cost: 194.38 per month 140.00 per month 160.25 per month



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VOICE + FLAT FEE IT + VIDEO

OpenVoice by ICS

for:

The Development Corporation of Mercedes, inc.

Created By: Alfonso Lozano

4/15/2024

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Project Overview - OpenVoice

ICS Open Voice

Included in Your Open Voice Solution

- All DID's include Unlimited US and Canada Outbound Dialing
- All User Licenses Include
 - Unlimited Auto Attendants
 - Call Record
 - Unified Messaging and Voice Mail Box
 - Simultaneous Ring of Desk and Cell Phone
 - Desktop Client for Chat and Answer/Dialing of Calls
 - Call History
- Encrypted Telephone Calls for Remote Anywhere Capabilities Over the Internet
- Single Directory Listing
- Single Caller ID Name Identification
- Single e911 Per Customer
- Cloud Based Solution which Includes
 - ICS Maintaining all Server Hardware and Server
 - Solution Housed in Cyrus One CoLo Facility in San Antonio, TX
 - Redundant Hosts, Internet, Generator, Fiber and Fire Compression
 - Redundant Center in Cyrus One in Lombard, IL
- Open Standard SIP Phones
 - Work on any hosted solution
 - Industry leading SIP based Polycom and Yealink phones

Open Voice Redundancy

Redundant Includes

- Solution located at Two Tier 5 Cyrus One colocation centers
- 2n Power Redundancy
- Redundant incoming pipes for SIP trunking
- Redundant Central Offices through the carrier
- Redundant carriers
- Redundant Internet access for incoming phone connections from clients
- Geographically dispersed real-time replication of data
- Backup data switches with redundant controller

FLAT FEE IT - VOIP - CABLING - CLOUD SERVICES - DATA BACKUP
SAN ANTONIO | HOUSTON | AUSTIN



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- Redundant storage
- Redundancy covers call control, voice mail, contact center, desktop client and call recording

Call Recording

Powerful Call Recording

- 10 GB of call recording included in the system solution
- Ability to search and tag calls
- Ability to expand call storage history for further retention
- Can search by Caller ID, extension number, dialed number, date, call tag

Softphone & Web App

Chrome Softphone Client

- Included with every license
- Works via WebRTC
- Controls desktop phone
- Also can be a SIP phone
- Works on PC, tablet or phone

Mobile Phone Integration

Mobile Integration

- Simultaneous ring of desk phone and mobile phone
- Ability to transfer calls between devices
- Mobile phone client

Built-in Audio Conferencing

Built-In Audio Conferencing Bridge

- Built-in Audio conference bridge up to 1/4 of total users
- Allows secure audio conferencing with PIN



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SIP Trunking

All Trunking is SIP Based

- Allows you to port existing telephone numbers into ICS CoLo
- ICS provides 3 tiers of redundancy
- Unlimited outbound calls throughout US and Canada.

Software Support

Software Updates and Support

- Software and hardware always kept up to date by ICS
- Always have the latest feature sets



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AGREEMENT - ICS TERMS AND CONDITIONS

TERMS AND CONDITIONS, LIMITED WARRANTY

Referencing Contract Number #013790V 1

Subject to the provisions of this paragraph, Innovative Communications Systems, Inc. (ICS) warrants for a period described on the front of this agreement commencing on day of installation the equipment will be free from defects in material and workmanship and will conform to applicable specifications. If any defects covered by this Warranty appear within this period. ICS shall 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 OR FOR NEGLIGENCE. This Warranty does not extend to any equipment which has been (a) subject to misuse, neglect, accident or abuse, power surges, brown outs or lightning strikes, (b) wired, repaired or altered by anyone other than ICS without ICS's express and prior approval, (c) improperly installed by someone other than ICS, its subcontractors or affiliates, (d) customer has equipment installed on said system during the warranty period that was not purchased AND installed by an authorized ICS representative, (e) used in violation of instructions furnished by ICS. To obtain performance of any obligation under this warranty, customer shall provide written notice by means of a registered letter to **ICS- Houston at 8713 Fallbrook Dr , Houston, Texas, 77064**. ICS SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE EQUIPMENT SOLD HEREUNDER OR ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT OR FROM ANY OTHER CAUSE. THE ABOVE WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS, OR OTHERWISE.

Without limiting the generality of the foregoing, ICS shall not be liable for any claims of any kind whatsoever, as to the equipment delivered or for non-delivery of equipment, and whether or not based on negligence unless customer shall (1) give written notice to ICS of such claim within thirty (30) days after customer knows or reasonably should know of such claim, and (2) shall file suit against ICS based upon such claim within one year after such cause of action has occurred. Customer may assign this contract with the written consent of ICS or its assignee. In the event of assignment of this sales agreement by ICS, Customer shall make timely payment of the installments without deduction or setoff, and Customer may not assert against any assignee of this contract any defense which Customer may have against ICS, unless expressly permitted by applicable statute or decision. ICS's obligations, including all warranties to Customer, shall not cease in the event of assignment by Customer or ICS of this contract. Loss or damage to the equipment after cut over will not release Customer of any obligations of this contract. Any assignee of ICS shall be entitled to copies of all notices sent to ICS at the address given in any notice of assignment. Customer shall be responsible for obtaining trunk lines from the serving telephone company. If requested, ICS will use reasonable efforts to assist Customer. "Cut over" shall mean the date on which customer is notified that the installed equipment is functioning and able to perform substantially the function for which it is intended. Delays of the telephone company in making trunk lines available or minor omissions in availability of certain features or failures which do not materially affect the functioning of the entire system shall not affect the date. ICS shall use reasonable efforts to make timely delivery and installation but shall be excused from performance due to any delays arising out of causes beyond its reasonable control including, but not limited to, acts of war, strikes, accidents, acts of God and major catastrophes. All stated delivery or cut over dates are approximate and ICS shall under no circumstances be liable for damages, special consequential or otherwise, for delays or failure to give notice of delay, whether or not caused by or resulting from ICS's negligence. Customer shall be required to adequately insure against damage to or loss of the equipment upon its delivery to the Customer, whether or not the equipment is installed. Installation shall be completed in a reasonable manner in accordance with standard industry practices. This agreement is made in the State of Texas and is to be governed by and construed in accordance with the laws of that state.

NON-SOLICITATION OF EMPLOYEES

Customer acknowledges that ICS is involved in a highly strategic and competitive business. ICS's most important asset is its highly trained individual employees. To be competitive and have the ability to support the ever-changing technology ICS continues to make substantial



investments in the training and certification of its employees. The development of each employee requires a combination of on-the-job training, special classes and certification exams funded by ICS as well as considerable practical experience, all of which take time and company resources. Customer further acknowledges that Customer would gain substantial benefit and that ICS would be deprived of such benefit if Customer were to directly hire any employees of ICS. Therefore, except as otherwise provided by law, Customer shall not, without the prior written consent of ICS, solicit the employment of ICS employees, either as W -2 employees or as independent contractors, during the term of this Agreement or for one year following the termination or expiration of this Agreement. Customer agrees that calculation of damages resulting from breach by Customer of this provision would be extremely difficult to ascertain, however, the actual amount of damages would be substantial. Therefore, in the event Customer violates this provision, Customer shall immediately pay ICS an amount of money equal the greater of Seventy Five Thousand Dollars (\$75,000.00) or one year's annual compensation of the employee whose services it has obtained in violation of this provision, as liquidated damages. ICS shall have the option to terminate this Agreement without further notice or liability as additional compensation for the violation of this provision. The parties agree that the amount of liquidated damages reflected herein is not intended as a penalty and is reasonably based upon the projected costs ICS would incur to recruit, hire and train a suitable replacement for an ICS employee recruited by Customer. RESPONSIBILITIES OF THE CUSTOMER WITH RESPECT TO THE TELEPHONE EQUIPMENT ROOM AND OPERATOR'S LOCATION. All building and electrical work done in the Telephone Equipment Room and console location must be completed before the telephone equipment is delivered to the job. Customer shall be responsible for the installation of any conduit through which telephone wires are to be installed, and also for installing any special wiring, cabinets, and backboards required under the electrical code. Customer shall be responsible to install any and all electrical outlets with the proper dedicated voltage for operation of the equipment. Customer shall also provide the appropriate clean and air conditioned environment for installed equipment.

CREATION OF SECURITY INTEREST

For value received, Customer hereby grants to ICS, its successors or assigns, a security interest in the equipment shown on the schedule, together with all replacements, parts, additions, repairs, and accessions thereto and proceeds thereof (the "collateral") to secure the payment of all obligations and indebtedness and any renewals and extensions thereof, including interest,(including, but not limited to the sum shown ICS contract number) of Customer to ICS of whatever kind and however created. The inclusion of proceeds in this Agreement does not authorized Customer to sell, dispose of or otherwise use the collateral in any manner not specifically authorized by this Agreement. ICS could, at its option, file a copy of this Sales agreement as a Financing statement. It is agreed and understood that in the event of default by Customer, ICS may enter upon any premises on which the Collateral or any part thereof may be situated, take possession and remove the same there from by any lawful means, either judicial or non-judicial, including, without limitation, non-judicial retaking of the Collateral by ICS without notice and without hearing whether or not Customer is about to remove Collateral beyond the jurisdiction of the court in which any judicial proceeding could be brought, or conceal or destroy said Collateral, or whether or not Collateral is of a type which diminishes rapidly in value. As a part of the consideration for this contract and as an inducement to ICS to extend the credit evidenced hereby, Customer, with full knowledge and understanding of the consequences of this act, hereby expressly waives any and all rights to notice, legal process, and hearing, judicial or non-judicial, prior to such judicial or non-judicial retaking. Upon the full payment of all sums due ICS pursuant to this Agreement and secured by the Collateral and the full performance by Customer of the covenants, terms and conditions of this Agreement, the security interest herein granted shall cease and ICS shall take such action as required to release the collateral from the security Interest.

EVENTS OF DEFAULT

Customer shall be in default under this agreement upon happening of any of the following events or conditions (herein called an "Event of Default"): (1) Customer's failure to pay when due any indebtedness secured by this agreement, either principal or interest, (2) Default by Customer in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this agreement or in any note secured hereby, (3) Loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, (4) Customer's death, dissolution, termination of existence, insolvency or business failure, the appointment of a receiver of all or any part of the property of Customer as assignment for the benefit of creditors of Customer, the calling of a meeting of creditors of Customer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer or any guarantor or surety for Customer, (6) Any guarantor, surety or endorser for Customer defaults in any obligation or



liability to ICS, (7) Any property of Customer is attached and such attachment is not removed in thirty (30) days.

RIGHTS EXCLUSIVE OF DEFAULT.

1. This agreement, ICS' rights hereunder or the indebtedness hereby secured may be assigned from time to time, and in any such case the Assignee shall be entitled to all of the rights, privileges and remedies granted in this Agreement to ICS, and Customer will assert no claims or defenses he may have against ICS against the Assignee, except those specifically granted in this Agreement. Assignee shall have none of ICS' obligations as described in this agreement.

RIGHTS IN THE EVENT OF DEFAULT

1. Upon the occurrence of an Event of Default, and at any time thereafter, ICS may declare all obligations secured hereby immediately due and payable and shall have the rights and remedies of ICS under the Uniform Commercial Code of Texas, and in addition thereto and cumulative thereof, the following rights: the right to sell, lease, or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose ICS may enter upon any premises on which Collateral or any part thereof may be situated and remove the same there from; ICS may require Customer to assemble the Collateral and make it available to ICS at a place to be designated by ICS which is reasonably convenient to both parties; unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, ICS will then send Customer reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to Customer at the address designated at the beginning of this Agreement at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include ICS's reasonable attorney's fees and legal expenses, and Customer agrees to pay such expenses, plus interest thereon, at the rate of ten percent (10%) per annum. Customer shall remain liable for any deficiency.
2. ICS may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default. (3) The remedies of ICS hereunder are cumulative, and the exercise shall not be construed as a waiver for of any of the other remedies of ICS. A waiver by ICS on any one occasion is not a waiver on any other occasion. Unless stated in this proposal, all contracts are deemed final upon receipt of deposit check and signed paperwork. All returns and cancellations are subject to a 20% restocking fee unless the customer is returning parts as an upgrade to the entire contract.

LOCAL, LD AND WAN PROVIDERS

Unless stated in this proposal, ICS includes (1) normal hour for installation and setup of any and all telephone and data circuits. If additional hours are required for testing, troubleshooting or installation of such circuits all labor and material will be billed at normal rates. ICS is not responsible for the quality nor can ICS guarantee the quality of any service(s) on any network(s) designed for best effort services including services over the Internet or private networks not equipped with proper Quality of Service capabilities.

CUSTOMER PROVIDED AND EXISTING CUSTOMER EQUIPMENT

ICS may utilize new or existing customer provided equipment. In case of possible issues, ICS will utilize reasonable means and troubleshooting efforts to resolve customer provided equipment issues. ICS may require the customer to purchase manufacturer support contract on equipment for further troubleshooting and resolution of problems. If equipment is of the age or condition that a manufacturer support package is not available, then ICS may require that the customer replace said equipment at the customer's expense. The customer is financially responsible for the costs incurred on any equipment or maintenance contracts purchased in the troubleshooting procedures. ICS' professional services are billed based on the prevailing industry rates.



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FLAT FEE IT - VOIP - CABLING - CLOUD SERVICES - DATA BACKUP
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AGREEMENT - TOTAL CLOUD VoIP- OPV, IaaS

Agreement Number: 013790V 1	
Full Legal Name: The Development Corporation of Mercedes, inc.	Address: P.O. Box 837 Mercedes, TX 78570
Vendor: INNOVATIVE COMMUNICATIONS SYSTEMS, INC.	<input checked="" type="checkbox"/> 2 Months Security Deposit <i>Deposit may be waived if customer agrees to an ICS initiated ACH on or about the 10th of each month.</i> ____ Other ____ TOTAL "OTHER" SECURITY DEPOSIT _____
EQUIPMENT LOCATION (If different than attached Schedule A):	EQUIPMENT AND PAYMENT TERMS TYPE, MAKE, MODEL NUMBER, SERIAL NO. & INCLUDED ACCESSORIES <u>SEE ATTACHED SCHEDULE A</u>
TERM IN MONTHS: 36	MONTHLY PAYMENT AMOUNT (INCLUDES VENDOR CLOUD SERVICES FEES): \$194.38 per month

We have written this Agreement in plain language because we want you to fully understand its terms. Please read your copy carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean you, the customer. The words we, us, and our, refer to IT Equipment Financing, LLC. The word "Agreement" refers to this agreement. CPE refers to Customer Provided Equipment or equipment purchased through ICS, Inc.

ICS Inc.'s responsibility with respect to its obligation to provide service under this Agreement are outlined below.

1. AGREEMENT

- 1.1 You agree to pay the monthly payment amount stated above for the equipment and services referenced herein ("equipment") each month by the due date for the entire term of this Agreement.
- 1.2 If any amount owed to us is not paid when due, you will agree to pay a late charge equal to the greater of ten (10) cents for each dollar overdue or Fifty dollars (\$50.00).
- 1.3 Any security deposit required by the terms hereof may be commingled with other security deposits or amounts held by ITEF, will not earn interest, and will be returned at the end of the term, provided you are not then in default.
- 1.4 All payments due hereunder shall be made payable to our servicing agent, Innovative Communications Systems, Inc (ICS, Inc.) and remitted to the servicing agent at 10430 Gulfdale Street, San Antonio, Texas 78216. Our servicing agent will ensure that all payments received are properly credited to



amounts due hereunder within one (1) business day of actual receipt of your payment.

2. TERM

2.1 This Agreement shall have an initial term of the defined months above.

2.2 This Agreement will begin on the date the Services are provided to you shall remain in effect until the services provided herein are terminated or canceled as allowed by the terms and conditions as contained herein.

3. RENEWAL

3.1 At the end of the term, to avoid service interruption, this Agreement will automatically renew for a period of twelve (12) months (each a 'Renewal Term'). Upon initial Renewal Term, we will increase the monthly payment amount by a minimum of ten percent (10%).

4. SCOPE OF WORK

4.1 This Agreement includes the installation and implementation of the equipment reference on the attached Schedule A, the Carrier Services, End User Training and ongoing hardware Maintenance.

5. NET AGREEMENT

5.1 This Agreement is non-cancellable for the entire term stated above for any reason except as set forth in section 6.2 below. You acknowledge that we are paying for the equipment based on your unconditional acceptance of such equipment and your promise to pay us pursuant to the terms of this agreement, without set-off for any reason.

6. TERMINATION

6.1 Customer acknowledges that ICS may suspend the Services provided hereunder if (i) any payment due from Customer hereunder is thirty (30) or more days past due and (ii) ICS has provided Customer at least five (5) days written notice prior to suspending Services, during which time Customer may cure any delinquent payment. If delinquent payment has not been cured or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you pay us: (i) all past due amounts and (ii) all remaining payments for the unexpired term, plus our booked residual. We may also use all other legal remedies available to us. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement.

6.2 ICS, Inc. acknowledges Customer may terminate this Agreement for failure by ICS, Inc. to deliver the Services in accordance with the terms hereof. Prior to any such termination by Customer, Customer agrees to provide ICS, Inc. written notice advising of any failure and provide ICS, Inc. a reasonable amount of time to cure such failure. If ICS, Inc. fails to cure the failure within a reasonable amount of time after receipt of Customer's notice and this Agreement is terminated by Customer prior to the expiration of the term as set forth in Section 2 above, Customer shall pay ICS, Inc. for all amounts due hereunder through the date of termination, but Customer shall not be liable for the remaining value of the Agreement.

7. WARRANTY

7.1 We will extend all manufacturer hardware warranties to you, the Customer.

8. ASSIGNMENT

8.1 You may not sell, assign or sublease the equipment or this Agreement without our prior written consent. We may sell or assign this Agreement or our rights in the equipment, in whole or in part, to a third party with prior notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable by you against us or anyone else.

9. LAW/FORUM

9.1 This Agreement and any claim related to this Agreement will be governed by Texas law. Any dispute will be adjudicated in a state or federal court located in Bexar County, Texas. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

10. LOSS OR DAMAGE

10.1 No loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the equipment. In no event will we be liable for any consequential or indirect



damages.

11. TAXES

11.1 We will prepare, file, bill, collect and pay all property taxes and fees relating to the equipment and this Agreement for you. For providing this service, you agree to pay us, in addition to the amount of taxes and fees you owe on the equipment, an annual fee equal to two and one-half percent (2 ½ %) of the original cash value of the Equipment within ten (10) days of receipt of our invoice therefor.

12. OWNERSHIP

12.1 You acknowledge that we own the equipment unless you elect to purchase the equipment from us at their then fair market value as provided herein. Until such purchase by you, if any, your rights to use and enjoy the equipment are as a lessee pursuant to the terms of this Agreement.

13. INTERNATIONAL CALLING

13.1 Under this agreement, only domestic calling (includes US & Canada) is included. International calls and 800 calls can be added to your account and billed on a per minute basis.

14 VOICE QUALITY AND SERVICE INTERRUPTIONS:

14.1 ICS, Inc. is responsible for the quality of the voice traffic within their CoLo facility. ICS, Inc. is not responsible for the voice quality once the call leaves their CoLo facility and travels across the internet providers pipe, customer provided Ethernet Switches, and/or customer provided data cabling. ICS, Inc. will bill all professional services required to trouble shoot the voice quality over these devices/carrier circuits. ICS, Inc. agrees to monitor network quality to ensure 99.999% uptime. In the event of outages within ICS, Inc's CoLo only, ICS, Inc. will discount the monthly payment to reflect the outage on a prorated basis when requested by Customer. Such outage must be reported within forty-eight (48) hours of the outage and must be during normal business hours. Scheduled service windows do not constitute as an outage. ICS, Inc. will provide advance notification to Customer via email of any scheduled service dates/times.

15. MAINTENANCE

15.1 ICS, Inc.'s responsibility with respect to its obligation to provide maintenance service under this agreement shall be limited to the equipment and services provided under this Agreement and equipment purchased from ICS, Inc. within Customer's premises;

- A. ICS, Inc. will provide services upon Customer's request in order to repair CPE malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions.
- B. In the event that ICS, Inc. responds to Customer's request for service and Customer's claim of CPE malfunction is due to problems on the carrier's side of the point of connection between the CPE and the equipment provided by the carrier or due to malfunctions in equipment or software other than that covered by this Agreement, Customer will be responsible for additional charges for such response in accordance with ICS's prevailing rates.
- C. For non-emergency service request reported before 12:00 PM, ICS, Inc. shall use reasonable efforts to respond within five (5) business hours after Customer's problem is reported.
- D. For emergency service requests reported during normal business hours, ICS, Inc. shall use reasonable efforts to respond within two (2) business hours after Customer's problem is reported.
- E. In response to Customer's service request, ICS, Inc. may commence repair or replacement from a remote location, dispatch service personnel to Customer's site and/or ship replacement CPE as soon as practical. Hardware replacement parts and products may be new or equivalent to new in performance. Customer must return defective CPE within ten (10) days or ICS, Inc. shall invoice Customer for the full replacement cost. ICS, Inc. reserves the right to inspect all defective CPE and have final determination of the status of such CPE. Customer agrees any CPE covered under this Agreement shall be purchased from ICS, Inc.
- F. In addition to the service-related items covered in this agreement, ICS, Inc. will provide unlimited Help Desk Support during normal business hours.
- G. Preventative and remedial updates as required by the manufacturer's specifications will be provided by ICS, Inc.

15.2 ICS, Inc. will perform its services in a professional manner in accordance with prevailing industry standards. ICS, Inc. is not obligated to provide replacement parts, software releases, second tier help desk support, upgrades or maintenance service resulting in functionality which exceeds that



expressly provided in manufacturers' or suppliers' specifications at the time such product was installed. ICS, Inc. is not obligated to provide replacement parts or support for equipment that was not purchased from ICS, Inc. and makes no guarantee as to parts availability on manufacturer-discontinued products. In the event a manufacturer discontinues producing any CPE or in the event the CPE has outlived the manufacturer's suggested product life cycle, ICS, Inc. shall continue to provide maintenance services for as long as parts are readily available. In the event repair parts are not readily available, ICS, Inc. shall advise customer. Customer shall have the option to replace CPE with a similar product at ICS, Inc.'s then prevailing rate.

16. UCC

16.1 You agree that this Agreement is (and or shall be treated as) an "Operating Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC").

17. COLLATERAL ASSIGNMENT

17.1 We have collaterally assigned this Agreement and our rights under this Agreement to The Bank of San Antonio ("Bank") and granted the Bank a security interest in this Agreement and our rights hereunder, as security for debts we now or later may owe the Bank. Until you are notified by the Bank, payment under this Agreement should be made to us as herein provided. When and if you are so notified by the Bank, all of your payments under this Agreement are to be made directly to the Bank at 8000 IH-10 West, Suite 1100, San Antonio, TX 78230. Unless you are notified otherwise by the Bank, we remain responsible to you to fulfill our obligations under this Agreement, and the Bank has no obligations to you under this Agreement. However, the Bank is entitled to all protections under this Agreement that we have; for example, the Bank may rely on your waivers of warranties, and on your acceptance of the equipment. If you receive a Purchase Option Letter, be sure the letter shows that the Bank approved the letter; otherwise the letter is not valid against the Bank. The Bank has a security interest in the equipment you are leasing hereunder. **YOU MUST GIVE A COPY OF ANY NOTICE THAT THE EQUIPMENT IS NOT ACCEPTABLE TO YOU TO THE BANK AT THE SAME TIME YOU GIVE THE NOTICE TO US OR THE BANK WILL NOT BE BOUND BY YOUR NOTICE. THIS AGREEMENT MAY NOT BE MODIFIED WITHOUT THE BANK'S PRIOR WRITTEN CONSENT.**

18. RESOLUTION

18.1 If you are not an individual, we may ask you to provide a corporate resolution in a form reasonably acceptable to us authorizing this transaction and identifying the person authorized by you to execute this Agreement in your name and on your behalf.

19. MISCELLANEOUS

19.1 This Agreement is the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior representation or agreements, including any purchase orders. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that paper copy which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement, and (B) bears the original of your manually applied signature. The parties agree that such original shall be the sole "record" constituting "chattel paper" under the UCC. You agree to assist us in the filing of any forms necessary to perfect our security interest in the equipment. Any change must be in a writing signed by both parties.

19.2

The customer agrees not to attempt or process a call providing altered, deceptive, or false information about the sender's identity or the origin of a message or phone call. The customer also agrees not to violate any applicable local, state, or federal law by using Innovative Communication Systems, Inc.'s service to engage in or in connection with fraudulent activities. Violating the terms of these conditions can result in termination of services but does not void the customer of their financial obligation to this contract.

20. ERRORS AND OMISSIONS

20.1 You agree to fully cooperate in the correction, if necessary, of this Agreement and any exhibits or schedules attached hereto so that all such documents accurately describe and reflect the transaction between the parties within thirty (30) days of receipt of written request from ITEF.



The Development Corporation of Mercedes, inc.

Schedule A Quote # 013790

OpenVoice by ICS

Prepared For:

Zefra Mascorro
P.O. Box 837
Mercedes, TX 78570

P: (956) 532-6762

E: zmascorro@mercedesedc.com

Ship To:

The Development Corporation of
Mercedes, inc.
320 South Ohio Avenue

ICS- Houston

Prepared By:

Alfonso Lozano
8713 Fallbrook Dr
Houston, Texas 77064

P: 281.807.2711

E: alozano@ics-com.net

Date Issued:

04.15.2024

Expires:

05.13.2024

Part #	Description	Monthly	Qty	Ext. Monthly
CLOVUSER60MNT	One license required for each user. ICS Total Cloud Open User with Voice Mail, Unified Messaging, Desktop Application, Mobile Application, Mobile Integration, Single Number Notification, Call History and Call Record- NO DID INCLUDED. All customers have 10	\$14.50	5	\$72.50
CLMAINNUMBERMNT	Main number including a talk path and e911	\$9.00	1	\$9.00
CLTALKPATH60MNT	Unlimited Inbound/Outbound Calling in US and Canada 60 Months	\$9.00	5	\$45.00
CLSIPENCRYPTION60MNT	Encryption of SIP calls between the customers office and the ICS CoLo. This is required for HIPAA	\$1.75	5	\$8.75
CLYLSIPT54W	Yealink SIP-T54W Prime Business Phonev	\$6.93	5	\$34.65
CLMAINTENANCE	Maintenance on All ICS Provided Hardware	\$16.93	1	\$16.93
CLONSITEINSTALL60M	On-Site Installation and Service for Primary Phones (Minimum Qty of 5)	\$1.00	5	\$5.00
CLOnSiteTraining60M	On-Site Training (Minimum Qty of 5)	\$0.51	5	\$2.55
Monthly Expenses Summary				Amount
Products				\$194.38
Monthly Total:				\$194.38

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing increases or other errors.

Standard Cash Payment Terms:

Unless under a sub-contractor MSA, all orders directly to customers require a 50% deposit and progress billing.

Standard Terms and Conditions: <https://www.ics-com.net/standard-terms-and-conditions>

If this is a Managed IT renewal, by digitally signing this document, the customer agrees to the ICS Managed IT terms and conditions located at <https://www.ics-com.net/managed-it-service-contract/>

ICS- Houston

The Development Corporation of Mercedes, inc.

Alfonso Lozano

Signature / Name

04/15/2024

Date

Signature / Name

Initials

Date

AGREEMENT - ICS TERMS AND CONDITIONS



TERMS AND CONDITIONS, LIMITED WARRANTY

Referencing Contract Number #013790V 1

Subject to the provisions of this paragraph, Innovative Communications Systems, Inc. (ICS) warrants for a period described on the front of this agreement commencing on day of installation the equipment will be free from defects in material and workmanship and will conform to applicable specifications. If any defects covered by this Warranty appear within this period. ICS shall 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 OR FOR NEGLIGENCE. This Warranty does not extend to any equipment which has been (a) subject to misuse, neglect, accident or abuse, power surges, brown outs or lightning strikes, (b) wired, repaired or altered by anyone other than ICS without ICS's express and prior approval, (c) improperly installed by someone other than ICS, its subcontractors or affiliates, (d) customer has equipment installed on said system during the warranty period that was not purchased AND installed by an authorized ICS representative, (e) used in violation of instructions furnished by ICS. To obtain performance of any obligation under this warranty, customer shall provide written notice by means of a registered letter to **ICS- Houston at 8713 Fallbrook Dr , Houston, Texas, 77064**. ICS SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE EQUIPMENT SOLD HEREUNDER OR ARISING FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT OR FROM ANY OTHER CAUSE. THE ABOVE WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS, OR OTHERWISE.

Without limiting the generality of the foregoing, ICS shall not be liable for any claims of any kind whatsoever, as to the equipment delivered or for non-delivery of equipment, and whether or not based on negligence unless customer shall (1) give written notice to ICS of such claim within thirty (30) days after customer knows or reasonably should know of such claim, and (2) shall file suit against ICS based upon such claim within one year after such cause of action has occurred. Customer may assign this contract with the written consent of ICS or its assignee. In the event of assignment of this sales agreement by ICS, Customer shall make timely payment of the installments without deduction or setoff, and Customer may not assert against any assignee of this contract any defense which Customer may have against ICS, unless expressly permitted by applicable statute or decision. ICS's obligations, including all warranties to Customer, shall not cease in the event of assignment by Customer or ICS of this contract. Loss or damage to the equipment after cut over will not release Customer of any obligations of this contract. Any assignee of ICS shall be entitled to copies of all notices sent to ICS at the address given in any notice of assignment. Customer shall be responsible for obtaining trunk lines from the serving telephone company. If requested, ICS will use reasonable efforts to assist Customer. "Cut over" shall mean the date on which customer is notified that the installed equipment is functioning and able to perform substantially the function for which it is intended. Delays of the telephone company in making trunk lines available or minor omissions in availability of certain features or failures which do not materially affect the functioning of the entire system shall not affect the date. ICS shall use reasonable efforts to make timely delivery and installation but shall be excused from performance due to any delays arising out of causes beyond its reasonable control including, but not limited to, acts of war, strikes, accidents, acts of God and major catastrophes. All stated delivery or cut over dates are approximate and ICS shall under no circumstances be liable for damages, special consequential or otherwise, for delays or failure to give notice of delay, whether or not caused by or resulting from ICS's negligence. Customer shall be required to adequately insure against damage to or loss of the equipment upon its delivery to the Customer, whether or not the equipment is installed. Installation shall be completed in a reasonable manner in accordance with standard industry practices. This agreement is made in the State of Texas and is to be governed by and construed in accordance with the laws of that state.

NON-SOLICITATION OF EMPLOYEES

Customer acknowledges that ICS is involved in a highly strategic and competitive business. ICS's most important asset is its highly trained individual employees. To be competitive and have the ability to support the ever-changing technology ICS continues to make substantial investments in the training and certification of its employees. The development of each employee requires a combination of on-the-job training, special classes and certification exams funded by ICS as well as considerable practical experience, all of which take time and company resources. Customer further acknowledges that Customer would gain substantial benefit and that ICS would be deprived of such benefit if Customer were to directly hire any employees of ICS. Therefore, except as otherwise provided by law, Customer shall not, without

Customer Initials: _____

the prior written consent of ICS, solicit the employment of ICS employees, either as W -2 employees or as independent contractors, during the term of this Agreement or for one year following the termination or expiration of this Agreement. Customer agrees that calculation of damages resulting from breach by Customer of this provision would be extremely difficult to ascertain, however, the actual amount of damages would be substantial. Therefore, in the event Customer violates this provision, Customer shall immediately pay ICS an amount of money equal the greater of Seventy Five Thousand Dollars (\$75,000.00) or one year's annual compensation of the employee whose services it has obtained in violation of this provision, as liquidated damages. ICS shall have the option to terminate this Agreement without further notice or liability as additional compensation for the violation of this provision. The parties agree that the amount of liquidated damages reflected herein is not intended as a penalty and is reasonably based upon the projected costs ICS would incur to recruit, hire and train a suitable replacement for an ICS employee recruited by Customer. RESPONSIBILITIES OF THE CUSTOMER WITH RESPECT TO THE TELEPHONE EQUIPMENT ROOM AND OPERATOR'S LOCATION. All building and electrical work done in the Telephone Equipment Room and console location must be completed before the telephone equipment is delivered to the job. Customer shall be responsible for the installation of any conduit through which telephone wires are to be installed, and also for installing any special wiring, cabinets, and backboards required under the electrical code. Customer shall be responsible to install any and all electrical outlets with the proper dedicated voltage for operation of the equipment. Customer shall also provide the appropriate clean and air conditioned environment for installed equipment.

CREATION OF SECURITY INTEREST

For value received, Customer hereby grants to ICS, its successors or assigns, a security interest in the equipment shown on the schedule, together with all replacements, parts, additions, repairs, and accessions thereto and proceeds thereof (the "collateral") to secure the payment of all obligations and indebtedness and any renewals and extensions thereof, including interest, (including, but not limited to the sum shown ICS contract number) of Customer to ICS of whatever kind and however created. The inclusion of proceeds in this Agreement does not authorized Customer to sell, dispose of or otherwise use the collateral in any manner not specifically authorized by this Agreement. ICS could, at its option, file a copy of this Sales agreement as a Financing statement. It is agreed and understood that in the event of default by Customer, ICS may enter upon any premises on which the Collateral or any part thereof may be situated, take possession and remove the same there from by any lawful means, either judicial or non-judicial, including, without limitation, non-judicial retaking of the Collateral by ICS without notice and without hearing whether or not Customer is about to remove Collateral beyond the jurisdiction of the court in which any judicial proceeding could be brought, or conceal or destroy said Collateral, or whether or not Collateral is of a type which diminishes rapidly in value. As a part of the consideration for this contract and as an inducement to ICS to extend the credit evidenced hereby, Customer, with full knowledge and understanding of the consequences of this act, hereby expressly waives any and all rights to notice, legal process, and hearing, judicial or non-judicial, prior to such judicial or non-judicial retaking. Upon the full payment of all sums due ICS pursuant to this Agreement and secured by the Collateral and the full performance by Customer of the covenants, terms and conditions of this Agreement, the security interest herein granted shall cease and ICS shall take such action as required to release the collateral from the security Interest.

EVENTS OF DEFAULT

Customer shall be in default under this agreement upon happening of any of the following events or conditions (herein called an "Event of Default"): (1) Customer's failure to pay when due any indebtedness secured by this agreement, either principal or interest, (2) Default by Customer in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this agreement or in any note secured hereby, (3) Loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, (4) Customer's death, dissolution, termination of existence, insolvency or business failure, the appointment of a receiver of all or any part of the property of Customer as assignment for the benefit of creditors of Customer, the calling of a meeting of creditors of Customer, or the commencement of any preceding under any bankruptcy or insolvency laws by or against Customer or any guarantor or surety for Customer, (6) Any guarantor, surety or endorser for Customer defaults in any obligation or liability to ICS, (7) Any property of Customer is attached and such attachment is not removed in thirty (30) days.

RIGHTS EXCLUSIVE OF DEFAULT.

1. This agreement, ICS' rights hereunder or the indebtedness hereby secured may be assigned from time to time, and in any such case the Assignee shall be entitled to all of the rights, privileges and remedies granted in this Agreement to ICS, and Customer will assert no claims or defenses he may have against ICS against the Assignee, except those specifically granted in this Agreement. Assignee shall have none of ICS' obligations as described in this agreement.

RIGHTS IN THE EVENT OF DEFAULT

1. Upon the occurrence of an Event of Default, and at any time thereafter, ICS may declare all obligations secured hereby immediately

Customer Initials: _____

due and payable and shall have the rights and remedies of ICS under the Uniform Commercial Code of Texas, and in addition thereto and cumulative thereof, the following rights: the right to sell, lease, or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose ICS may enter upon any premises on which Collateral or any part thereof may be situated and remove the same there from; ICS may require Customer to assemble the Collateral and make it available to ICS at a place to be designated by ICS which is reasonably convenient to both parties; unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, ICS will then send Customer reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to Customer at the address designated at the beginning of this Agreement at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include ICS's reasonable attorney's fees and legal expenses, and Customer agrees to pay such expenses, plus interest thereon, at the rate of ten percent (10%) per annum. Customer shall remain liable for any deficiency.

- ICS may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default. (3) The remedies of ICS hereunder are cumulative, and the exercise shall not be construed as a waiver for of any of the other remedies of ICS. A waiver by ICS on any one occasion is not a waiver on any other occasion. Unless stated in this proposal, all contracts are deemed final upon receipt of deposit check and signed paperwork. All returns and cancellations are subject to a 20% restocking fee unless the customer is returning parts as an upgrade to the entire contract.

LOCAL, LD AND WAN PROVIDERS

Unless stated in this proposal, ICS includes (1) normal hour for installation and setup of any and all telephone and data circuits. If additional hours are required for testing, troubleshooting or installation of such circuits all labor and material will be billed at normal rates. ICS is not responsible for the quality nor can ICS guarantee the quality of any service(s) on any network(s) designed for best effort services including services over the Internet or private networks not equipped with proper Quality of Service capabilities.

CUSTOMER PROVIDED AND EXISTING CUSTOMER EQUIPMENT

ICS may utilize new or existing customer provided equipment. In case of possible issues, ICS will utilize reasonable means and troubleshooting efforts to resolve customer provided equipment issues. ICS may require the customer to purchase manufacturer support contract on equipment for further troubleshooting and resolution of problems. If equipment is of the age or condition that a manufacturer support package is not available, then ICS may require that the customer replace said equipment at the customer's expense. The customer is financially responsible for the costs incurred on any equipment or maintenance contracts purchased in the troubleshooting procedures. ICS' professional services are billed based on the prevailing industry rates.

Customer Initials: _____

AGREEMENT - TOTAL CLOUD VoIP- OPV, IaaS



Agreement Number: 013790V 1	
Full Legal Name: The Development Corporation of Mercedes, inc.	Address: P.O.Box 837 Mercedes, TX 78570
Vendor: INNOVATIVE COMMUNICATIONS SYSTEMS, INC.	<input checked="" type="checkbox"/> 2 Months Security Deposit <i>Deposit may be waived if customer agrees to an ICS initiated ACH on or about the 10th of each month.</i> <input type="checkbox"/> Other TOTAL "OTHER" SECURITY DEPOSIT _____
EQUIPMENT LOCATION (If different than attached Schedule A):	EQUIPMENT AND PAYMENT TERMS TYPE, MAKE, MODEL NUMBER, SERIAL NO. & INCLUDED ACCESSORIES <i>SEE ATTACHED SCHEDULE A</i>
TERM IN MONTHS: 36	MONTHLY PAYMENT AMOUNT (INCLUDES VENDOR CLOUD SERVICES FEES): \$194.38 per month

We have written this Agreement in plain language because we want you to fully understand its terms. Please read your copy carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean you, the customer. The words we, us, and our, refer to IT Equipment Financing, LLC. The word "Agreement" refers to this agreement. CPE refers to Customer Provided Equipment or equipment purchased through ICS, Inc.

ICS Inc.'s responsibility with respect to its obligation to provide service under this Agreement are outlined below.

1. AGREEMENT

- 1.1 You agree to pay the monthly payment amount stated above for the equipment and services referenced herein ("equipment") each month by the due date for the entire term of this Agreement.
- 1.2 If any amount owed to us is not paid when due, you will agree to pay a late charge equal to the greater of ten (10) cents for each dollar overdue or Fifty dollars (\$50.00).
- 1.3 Any security deposit required by the terms hereof may be commingled with other security deposits or amounts held by ITEF, will not earn interest, and will be returned at the end of the term, provided you are not then in default.
- 1.4 All payments due hereunder shall be made payable to our servicing agent, Innovative Communications Systems, Inc (ICS, Inc.) and remitted to the servicing agent at 10430 Gulfdale Street, San Antonio, Texas 78216. Our servicing agent will ensure that all payments received are properly credited to amounts due hereunder within one (1) business day of actual receipt of your payment.

2. TERM

- 2.1 This Agreement shall have an initial term of the defined months above.
- 2.2 This Agreement will begin on the date the Services are provided to you shall remain in effect until the services provided herein are terminated or

Customer Initials: _____

canceled as allowed by the terms and conditions as contained herein.

3. RENEWAL

3.1 At the end of the term, to avoid service interruption, this Agreement will automatically renew for a period of twelve (12) months (each a 'Renewal Term'). Upon initial Renewal Term, we will increase the monthly payment amount by a minimum of ten percent (10%).

4. SCOPE OF WORK

4.1 This Agreement includes the installation and implementation of the equipment reference on the attached Schedule A, the Carrier Services, End User Training and ongoing hardware Maintenance.

5. NET AGREEMENT

5.1 This Agreement is non-cancellable for the entire term stated above for any reason except as set forth in section 6.2 below. You acknowledge that we are paying for the equipment based on your unconditional acceptance of such equipment and your promise to pay us pursuant to the terms of this agreement, without set-off for any reason.

6. TERMINATION

6.1 Customer acknowledges that ICS may suspend the Services provided hereunder if (i) any payment due from Customer hereunder is thirty (30) or more days past due and (ii) ICS has provided Customer at least five (5) days written notice prior to suspending Services, during which time Customer may cure any delinquent payment. If delinquent payment has not been cured or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you pay us: (i) all past due amounts and (ii) all remaining payments for the unexpired term, plus our booked residual. We may also use all other legal remedies available to us. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement.

6.2 ICS, Inc. acknowledges Customer may terminate this Agreement for failure by ICS, Inc. to deliver the Services in accordance with the terms hereof. Prior to any such termination by Customer, Customer agrees to provide ICS, Inc. written notice advising of any failure and provide ICS, Inc. a reasonable amount of time to cure such failure. If ICS, Inc. fails to cure the failure within a reasonable amount of time after receipt of Customer's notice and this Agreement is terminated by Customer prior to the expiration of the term as set forth in Section 2 above, Customer shall pay ICS, Inc. for all amounts due hereunder through the date of termination, but Customer shall not be liable for the remaining value of the Agreement.

7. WARRANTY

7.1 We will extend all manufacturer hardware warranties to you, the Customer.

8. ASSIGNMENT

8.1 You may not sell, assign or sublease the equipment or this Agreement without our prior written consent. We may sell or assign this Agreement or our rights in the equipment, in whole or in part, to a third party with prior notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable by you against us or anyone else.

9. LAW/FORUM

9.1 This Agreement and any claim related to this Agreement will be governed by Texas law. Any dispute will be adjudicated in a state or federal court located in Bexar County, Texas. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

10. LOSS OR DAMAGE

10.1 No loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the equipment. In no event will we be liable for any consequential or indirect damages.

11. TAXES

11.1 We will prepare, file, bill, collect and pay all property taxes and fees relating to the equipment and this Agreement for you. For providing this service, you agree to pay us, in addition to the amount of taxes and fees you owe on the equipment, an annual fee equal to two and one-half percent (2 ½ %) of the original cash value of the Equipment within ten (10) days of receipt of our invoice therefor.

12. OWNERSHIP

12.1 You acknowledge that we own the equipment unless you elect to purchase the equipment from us at their then fair market value as provided herein. Until such purchase by you, if any, your rights to use and enjoy the equipment are as a lessee pursuant to the terms of this Agreement.

13. INTERNATIONAL CALLING

13.1 Under this agreement, only domestic calling (includes US & Canada) is included. International calls and 800 calls can be added to your account and billed on a per minute basis.

Customer Initials: _____

14. VOICE QUALITY AND SERVICE INTERRUPTIONS:

14.1 ICS, Inc. is responsible for the quality of the voice traffic within their CoLo facility. ICS, Inc. is not responsible for the voice quality once the call leaves their CoLo facility and travels across the internet providers pipe, customer provided Ethernet Switches, and/or customer provided data cabling. ICS, Inc. will bill all professional services required to trouble shoot the voice quality over these devices/carrier circuits. ICS, Inc. agrees to monitor network quality to ensure 99.999% uptime. In the event of outages within ICS, Inc's CoLo only, ICS, Inc. will discount the monthly payment to reflect the outage on a prorated basis when requested by Customer. Such outage must be reported within forty-eight (48) hours of the outage and must be during normal business hours. Scheduled service windows do not constitute as an outage. ICS, Inc. will provide advance notification to Customer via email of any scheduled service dates/times.

15. MAINTENANCE

15.1 ICS, Inc.'s responsibility with respect to its obligation to provide maintenance service under this agreement shall be limited to the equipment and services provided under this Agreement and equipment purchased from ICS, Inc. within Customer's premises;

- A. ICS, Inc. will provide services upon Customer's request in order to repair CPE malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions.
- B. In the event that ICS, Inc. responds to Customer's request for service and Customer's claim of CPE malfunction is due to problems on the carrier's side of the point of connection between the CPE and the equipment provided by the carrier or due to malfunctions in equipment or software other than that covered by this Agreement, Customer will be responsible for additional charges for such response in accordance with ICS's prevailing rates.
- C. For non-emergency service request reported before 12:00 PM, ICS, Inc. shall use reasonable efforts to respond within five (5) business hours after Customer's problem is reported.
- D. For emergency service requests reported during normal business hours, ICS, Inc. shall use reasonable efforts to respond within two (2) business hours after Customer's problem is reported.
- E. In response to Customer's service request, ICS, Inc. may commence repair or replacement from a remote location, dispatch service personnel to Customer's site and/or ship replacement CPE as soon as practical. Hardware replacement parts and products may be new or equivalent to new in performance. Customer must return defective CPE within ten (10) days or ICS, Inc. shall invoice Customer for the full replacement cost. ICS, Inc. reserves the right to inspect all defective CPE and have final determination of the status of such CPE. Customer agrees any CPE covered under this Agreement shall be purchased from ICS, Inc.
- F. In addition to the service-related items covered in this agreement, ICS, Inc. will provide unlimited Help Desk Support during normal business hours.
- G. Preventative and remedial updates as required by the manufacturer's specifications will be provided by ICS, Inc.

15.2 ICS, Inc. will perform its services in a professional manner in accordance with prevailing industry standards. ICS, Inc. is not obligated to provide replacement parts, software releases, second tier help desk support, upgrades or maintenance service resulting in functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed. ICS, Inc. is not obligated to provide replacement parts or support for equipment that was not purchased from ICS, Inc. and makes no guarantee as to parts availability on manufacturer-discontinued products. In the event a manufacturer discontinues producing any CPE or in the event the CPE has outlived the manufacturer's suggested product life cycle, ICS, Inc. shall continue to provide maintenance services for as long as parts are readily available. In the event repair parts are not readily available, ICS, Inc. shall advise customer. Customer shall have the option to replace CPE with a similar product at ICS, Inc.'s then prevailing rate.

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16.1 You agree that this Agreement is (and or shall be treated as) an "Operating Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC").

17. COLLATERAL ASSIGNMENT

17.1 We have collaterally assigned this Agreement and our rights under this Agreement to The Bank of San Antonio ("Bank") and granted the Bank a security interest in this Agreement and our rights hereunder, as security for debts we now or later may owe the Bank. Until you are notified by the Bank, payment under this Agreement should be made to us as herein provided. When and if you are so notified by the Bank, all of your payments under this Agreement are to be made directly to the Bank at 8000 IH-10 West, Suite 1100, San Antonio, TX 78230. Unless you are notified otherwise by the Bank, we remain responsible to you to fulfill our obligations under this Agreement, and the Bank has no obligations to you under this Agreement. However, the Bank is entitled to all protections under this Agreement that we have; for example, the Bank may rely on your waivers of warranties, and on your acceptance of the equipment. If you receive a Purchase Option Letter, be sure the letter shows that the Bank approved the letter; otherwise the letter is not valid against the Bank. The Bank has a security interest in the equipment you are leasing hereunder. YOU MUST GIVE A COPY OF ANY NOTICE THAT THE EQUIPMENT IS NOT ACCEPTABLE TO YOU TO THE BANK AT THE SAME TIME YOU GIVE THE NOTICE TO US OR THE BANK WILL NOT BE BOUND BY YOUR NOTICE. THIS AGREEMENT MAY NOT BE MODIFIED WITHOUT THE BANK'S PRIOR WRITTEN CONSENT.

18. RESOLUTION

18.1 If you are not an individual, we may ask you to provide a corporate resolution in a form reasonably acceptable to us authorizing this transaction and

Customer Initials: _____

identifying the person authorized by you to execute this Agreement in your name and on your behalf.

19. MISCELLANEOUS

19.1 This Agreement is the entire agreement between you and us with respect to the subject matter hereof and supersedes any prior representation or agreements, including any purchase orders. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that paper copy which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement, and (B) bears the original of your manually applied signature. The parties agree that such original shall be the sole "record" constituting "chattel paper" under the UCC. You agree to assist us in the filing of any forms necessary to perfect our security interest in the equipment. Any change must be in a writing signed by both parties.

19.2

The customer agrees not to attempt or process a call providing altered, deceptive, or false information about the sender's identity or the origin of a message or phone call. The customer also agrees not to violate any applicable local, state, or federal law by using Innovative Communication Systems, Inc.'s service to engage in or in connection with fraudulent activities. Violating the terms of these conditions can result in termination of services but does not void the customer of their financial obligation to this contract.

20. ERRORS AND OMISSIONS

20.1 You agree to fully cooperate in the correction, if necessary, of this Agreement and any exhibits or schedules attached hereto so that all such documents accurately describe and reflect the transaction between the parties within thirty (30) days of receipt of written request from ITEF.

Customer Initials: _____

ICS- Houston

The Development Corporation of Mercedes, inc.

Alfonso Lozano

Signature / Name

04/15/2024

Date

Signature / Name

Initials

Date

Customer Initials: _____

zmascorro@mercedesedc.com

From: Oscar Bustos <obustos@spectrumvoip.com>
Sent: Tuesday, April 16, 2024 7:37 PM
To: zmascorro@mercedesedc.com
Subject: Spectrum VoIP quote phone system
Attachments: Mercedes EDC quote.pdf; Unlimited F2F Flyer[905].pdf

Good evening,

Please find our attached quote and flyer for your updated phone system. As you requested you will keep all your current phone numbers including the fax number. We will provide you with a 7 day free trial and will not charge any installation fees or up front cost. We will contact your current provider and port the numbers on your behalf. Please, let me know you have any questions with the proposal.

Thank you in advance,

Oscar Bustos

ACCOUNT EXECUTIVE

E: obustos@spectrumvoip.com

P: 956-884-2680

spectrumvoip.com

Technical Services

Dial HELP (4357) on your phone

P: 469-429-2500

E: support@spectrumvoip.com

support.spectrumvoip.com



SpectrumVoIP™

Consultant: Oscar Bustos
 Phone: 956-884-2680
 Email: Oscar@spectrumvoip.c
 Proposal Date: 4-16-24

Service / Equipment Proposal

(NOT A CONTRACT--BUT AN INDICATION OF INTEREST)

Business Name: Mercedes EDC
 Service Address: 320 S. Ohio
 City: Mercedes State: TX Zip: _____
 Contact Name: Zefra Mascorro
 Contact Email: Zmascorro@mercedesedc.com

Main: 956-565-2230
 Direct: _____
 Cell: _____

SpectrumVoIP™ Service Charge					
Product	Qty	List Price	Price per Unit	Total	
Hosted Voip service package	1	\$40.00	\$20.00	\$20.00	
SpectrumVoIP™ Equipment Charge					
Product	Term	Qty	List Price	Price Per Unit	Total
Yealink t43u	60	5	\$30.00	\$20.00	\$100.00
Fax	60	1	\$35.00	\$20.00	\$20.00
	60	1	\$15.0		
7 day trial					
No up front cost					
No installation					
Notes:					
SpectrumVoIP™ Monthly Total					
				Subtotal:	\$140.00
				Sales Tax:	Non profit
				Carrier Cost Recovery Fee:	\$3.50
				FUSF:	\$5.04
				E911 Fee:	\$3.90
				***Total MRC:	\$140.00

* Toll-free numbers are billed per minute at \$.029 per minute and have a 100-minute minimum per month of \$2.90

*New equipment, promotions and discounts based on approval. If not approved, I accept like-new equipment.

*SpectrumVoip will pay customer up to \$0_____ for Early Termination Fee.

*SpectrumVoIP is unaffiliated with Charter/Time Warner/Spectrum Business.

Customer Initials _____

Customer Initials _____

Customer Initials _____

Desired Install Date

(average time for 20 or less phones 3-4 weeks)

Date _____

*Taxes and fees are subject to change. E911 is billed per site. SMS/ MMS will incur monthly usage charges.

*Third party products may incur an install fee or additional monthly charges

*By signing this quote, Customer agrees to the Terms of Service found at <https://www.spectrumvoip.com/privacy-terms/>

Applicant warrants all credit and financial information submitted to Spectrum VoIP and /or its assignees to be true and accurate and hereby authorizes all banking institutions and credit reporting agencies to release information via telephone, mail, internet, or facsimile as requested for the purpose of making a credit decision. The undersigned individuals specifically authorize SpectrumVoIP and/or its assigns to obtain personal credit bureau and/or personal income tax records, for the making, extension, or renewal of this credit decision or collection of the resulting account. A fax or photocopy of this authorization shall be as valid as the original.

Signature: _____ Date: _____

Signer's Printed Name: _____ Signer's Title: _____

Federal Tax ID: _____ Signer's Social Security #: _____

Name listed with the Sec of State: _____

--	--	--	--	--	--	--	--	--	--

CUSTOMER INFORMATION:			
LEGAL BUSINESS NAME _____			
ADDRESS _____	CITY _____	STATE _____	ZIP CODE _____
CONTACT NAME _____	BUSINESS PHONE NUMBER _____	CELL PHONE NUMBER _____	EMAIL ADDRESS _____
Same			
SERVICE ADDRESS _____		TAX ID _____	
PROVIDER INFORMATION:		SCHEDULE OF PAYMENTS:	
SpectrumVoIP, Inc.	067DX	(972) 312-0388	BASE MONTHLY PAYMENT \$ _____ FOR _____ MONTHS
PROVIDER NAME	CODE	PHONE NUMBER	(PLUS TAXES)
PO Box 250588	Plano	TX 75024	
ADDRESS	CITY	STATE ZIP CODE	
DESCRIPTION:			
VoIP Seat Licenses			

TERMS AND CONDITIONS

Terms and Conditions: In this agreement, the words "Provider", "I", "me", "my", "mine", "us", "we", "our" and "ours" mean SpectrumVoIP, Inc. and any assignee of any part or all of our interest in this Contract. The words "Customer", "you", "your" and "yours" mean the customer recited above and any personal guarantor recited below. A "seat" means a unique user license on our VoIP (Voice over Internet Protocol) platform.

License Agreement and Terms of Service: You agree and acknowledge that you are responsible for terminating any and all current obligations with existing providers prior to, or in conjunction with, entering into this SpectrumVoIP Commercial Seat License Agreement. This Commercial Seat License Agreement and the SpectrumVoIP, Inc. Terms of Service (found at <https://www.spectrumvoip.com/privacy-terms/flos>) which Terms of Service are incorporated herein by reference as if stated in their entirety as terms of this Commercial Seat License Agreement.

Modification: You agree and acknowledge that this Commercial Seat License Agreement and Terms of Service incorporated herein (collectively, the "Contract") contains the entire agreement between the parties regarding seat licenses and may not be amended, modified or changed except in writing by one of our executive officers.

Payment Terms: As consideration for our making such payment, you agree to pay us by making the Payments as described above. You grant us a first priority security interest in, and assign, to us all assets and rights you have now or in the future under the Contract, as collateral for your obligations to us. You may not prepay any amount due hereunder unless previously agreed to by us in writing.

Default: You agree that if you fail to make any payment due under this Contract or breach any of the terms of any other agreement with us or in any contract important to your business or financial condition, file or have brought against you any action in Bankruptcy or reorganization, suffer a material adverse change in your business or financial condition or if we reasonably deem ourselves insecure, you will be in default of this Contract. In the event of default, we may exercise all rights and remedies available at law, including, without limitation, acceleration of the remaining balance due under this Contract or any other agreement between you and us.

Late Payments & Fees: Any payment which is 15 days past due or more may have seat licenses suspended as determined in our sole and absolute discretion. To have your seat licenses reactivated you must tender all delinquent payments then due in addition to any additional charges due as required by the terms of this Contract. Any payment not received by the due date shall be considered late. If you pay late you agree to pay us a late charge equal to (i) the greater of 15% of the past due payment amount or \$25.00 or (ii) the highest lawful charge, whichever is less (which you agree is a reasonable estimate of the costs we incur relating to late payments and is not a penalty).

Acceptance of Commercial Seat License Agreement and Terms of Service: This is a binding contract. It cannot be canceled. Read it carefully before signing. If any of the terms, requirements and/or obligations imposed by this Contract are not fully understood, you should seek legal advice prior to executing.

Terms of Use: You hereby agree and acknowledge that the transaction contemplated by this Contract is solely for business and/or commercial purposes and none of the seat licenses contemplated to be provided herein by us will be for personal, family or household purposes.

Credit Reporting: You agree and acknowledge that we may report your performance of the terms of this Contract to any national credit bureau and unconditionally authorize us to request and/or access business and consumer credit bureau reports for credit and collection purposes.

Choice of Law: You agree to perform additional acts we may request to protect our interests arising under the terms of this Contract. You unconditionally agree and acknowledge that this Contract shall be governed by the laws of Texas without regard to principles or conflict of laws. You agree that any legal action you may commence related, in any way, to the subject matter of this Contract may only be brought in the state or federal court located in Collin County, Texas. You further agree and acknowledge that we, or any assignee of our interest in this Contract, may file any legal action related, in any way, to this Contract in any jurisdiction where you have an office or place of business, where the seat licenses are being used, or within the state or federal court located in the county where any assignee of our interest has its principal place of business. You hereby knowingly and intentionally waive any and all objection(s) to forum or venue and agree to accept service of process at your billing address as recited above. You further hereby knowingly and intentionally waive, insofar as permitted by applicable law, any right to trial by jury of any and all claims and/or disputes related to this Contract.

Assignment: You understand and agree that following your execution of this agreement we may assign our rights under this agreement to a third party financing company (an "assignee"), who will take assignment of all of our rights but none of our obligations, which remain with us. You agree that upon the written instruction of an assignee, payments are to be made to the applicable assignee and that you shall comply with such instructions, provided that you shall only look to us for any obligation hereunder. You agree that you shall have no right of set-off, for any reason, with respect to amounts payable hereunder to assignee or any subsequent assignees. An assignee and its subsequent assignees (if any) will have no obligations to you, and you shall not assert against assignee or its subsequent assignees any claim, offset or defense assertable against us or anyone else and shall timely pay assignee or its subsequent assignees as and when due.

Commencement and Manner of Execution: This Contract may be executed, communicated and retained electronically pursuant to the Electronic Signatures in Global and National Commerce Act. A facsimile or other electronic version of this Contract shall be admissible to the same extent as an original in any proceeding in which it must be produced. Any officer/owner/partner executing this document hereby affirms that all your shareholders/owners/partners have been identified to us in writing and authorization to undertake the transaction(s) contemplated herein has been duly approved or given.

AUTHORIZED SIGNATURE	PRINTED NAME AND TITLE	DATE
SPECTRUMVOIP, INC AUTHORIZED SIGNATURE	PRINTED NAME AND TITLE	DATE

Personal Guaranty: You, the undersigned in your personal and individual capacity, hereby absolutely, unconditionally and irrevocably guarantee, as primary obligor and not merely as surety, the full and punctual payment and performance of any and all present and future obligations, liabilities, covenants and agreements required to be observed and performed or paid or reimbursed by Customer under or relating, in any way, to the preceding Contract, plus all costs, expenses and fees (including all reasonable fees and expenses of Provider's counsel incurred in enforcement or defense of the terms of the Contract) in any way incurred as a result of or relating to the enforcement or protection of Provider's rights hereunder. Provider shall not be required to proceed against the Customer or to enforce any other remedy before proceeding against the undersigned for recovery of any amounts subject to this unconditional guaranty. The Undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind to which the undersigned may otherwise be entitled. This is a continuing Guaranty. The undersigned specifically understands and agrees to the choice of law and venue clauses contained within the Contract. The Undersigned hereby authorizes Provider, Provider's agents, and affiliates to check your credit and employment history. We are further authorized to provide history information to others about your credit experience with us, including but not limited to, credit bureaus.

GUARANTOR #1	DATE
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LETTER OF AUTHORIZATION (LOA)

Local Service Number Porting & Responsible Organization (RespOrg) Toll Free Number Porting

To transition your current telephone numbers to SpectrumVoIP, we must work with your current service provider to ensure that your service is uninterrupted, and that the numbers you designate below are properly transferred. This document authorizes SpectrumVoIP to request and receive from your existing provider

- 1) data and billing information (*including Customer Proprietary Network Information*);
- 2) a copy of your Customer Service Records (*CSR*) for the telephone numbers listed below including, but not limited to, any associated line features.

In signing below, you are selecting SpectrumVoIP as the preferred provider for the following service(s) for the telephone number(s) listed below

- Local Exchange Service (Local Service Only)
- Intra-LATA Service (Long Access Transport Area) (Long Distance Calls)
- International Service (Calling Outside the United States)
- Inter-LATA Service (Local Access Transport Area) (Calling outside your local long distance area)

This letter authorizes transfer of your service and the telephone numbers listed below to SpectrumVoIP, and the RespOrg Bandwidth.com (JYT01). Please ensure the following information is completed accurately, as listed with your current service provider. This will help prevent possible delays.

Current Carrier / RespOrg: _____
New RespOrg ID: Bandwidth.com/JYT01

Please complete the following information, per what is listed with your current carrier:

Company Name: _____
 Service Address (not a PO Box): _____

 Authorized User/Signer: _____
 BTN (Billing Telephone Number): _____
 Account Number: _____
 PIN Number (if required or for wireless TN): _____

Telephone Number	Telephone Number	Telephone Number	Telephone Number

Printed Name (Please Print Clearly): _____
 Authorized User Signature: _____
 Title: _____
 Date: _____

Important: Please do not place any new service orders with your current provider on these accounts, as this will delay porting your numbers. A bill copy which is less than 30 days old is required to complete the transfer of number(s). Please include a summary copy showing company name and the numbers owned.

About Us

15 Years Old

Providing Hosted VoIP Service

150,000 Happy Clients

We are adding more everyday

Privately Owned

Our Headquarters is in Plano, Texas

Why SpectrumVoIP?

Unlimited Features

- ★ One flat rate plan
- ★ No additional charges
- ★ No upfront fees

Platform & Tech Advantages

- ★ Stratus Customer Portal renowned "Ease of Use"
- ★ Rapid tech upgrades
- ★ Future proof your business, no additional charge

Unlimited Experience

- ★ Unlimited Training
- ★ Professional Installation
- ★ Unlimited Support

The Unlimited Package

Voice Features

- Auto Attendants
- Click to Call/Screen Pop
- Video and Audio Conferencing
- Call Forwarding (manual or programmed auto)
- Monitor, Coach, and Join
- Call Center Queuing
- Caller ID Name & Number
- Dial by Name Directory
- DIDs with local presence
- Page & Intercom
- 3 or 4 Extension Dialing (multiple sites)
- Individual Voicemails
- Text Enabling your DIDs for SMS/MMS
- Presence Monitoring (BLF/Speed dials)
- Message / Music on Hold (Customizable)

Mobility Features

- Find Me / Follow Me
- Voicemail to Email Notification
- Mobile Application
- Softphone
- Remote work from home

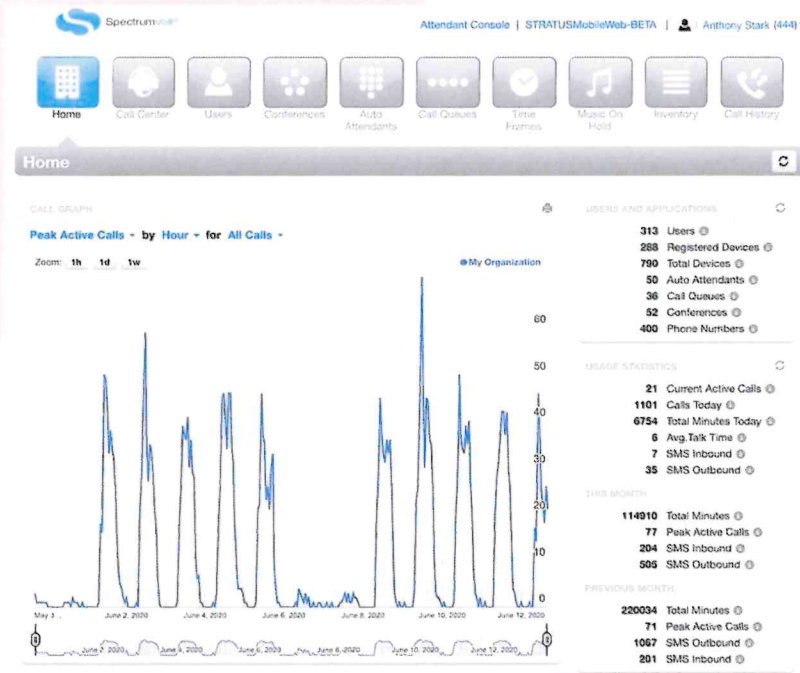
Stability Features

- Prioritized Voice (QOS) w / Router
- Automatic Failover in case of internet or power failure (Emergency communication continuity)/redundancy
- Cellular Failover
- Multiple Data centers

Management Features

- Stratus Admin Portal
- Stratus Reception Console
- Call Center Reporting
- Stratus User Portal
- Call Logging
- Call Recording

Stratus Web Portal



Stay productive and secure when you're doing business from virtually anywhere with **Stratus Web Portal**.

- ✓ Overflow queues
- ✓ Customer Routing for VIP Clients
- ✓ Time-based Routing
- ✓ Music on Hold / on Hold Messaging
- ✓ Queue Stats on Wallboard
- ✓ Reporting Tools via Web portal
- ✓ Monitor/Coach/Join
- ✓ Full-Time Call Recording with (Free 30 Day Storage)

Our Process



State of the Art Equipment



Yealink T46U



Yealink T43U



Yealink CP960



To find out more information about our custom telecom solutions, please contact us at 972-312-0388 or email sales@spectrumvoip.com

zmascorro@mercedesedc.com

From: Thomas Luksa <tluksa@landstartel.co>
Sent: Wednesday, April 17, 2024 8:39 AM
To: zmascorro@mercedesedc.com
Cc: mramirez@mercedesedc.com
Subject: RE: Quote for phone service

Good morning, Zefra.

I just sent to you a quote for hosted voice services via Docusign.

This includes all necessary equipment and services.
There are no install fees, setup fees, or deposits required.

We will conduct the installation and make sure the phones are configured correctly for you.

If you decide to move forward, we can get you setup as soon as tomorrow morning.

I will be traveling back to McAllen from Nashville today, but please, do not hesitate to contact me via email/text/phone should you have any questions.

I'll make sure to call you back or respond asap.

Thank you again for your interest in Landstar Telecom!

Thomas Luksa | CEO



Phone: 844 700 8647 Ext: 110

Email: tluksa@landstartel.co

Website: <https://www.landstartel.co>

From: zmascorro@mercedesedc.com <zmascorro@mercedesedc.com>
Sent: Tuesday, April 16, 2024 5:00 PM
To: Thomas Luksa <tluksa@landstartel.co>
Cc: mramirez@mercedesedc.com
Subject: RE: Quote for phone service

Good Afternoon,

The Development Corporation of Mercedes is located at: 320 S. Ohio Avenue, Mercedes Tx 78570.
Thank you for taking my call and for preparing a quote for our corporation.

Sincerely,
Ms. Mascorro

Zefra Mascorro, MPA
Administrative Coordinator

(956) 565-2230 Ext. 202
zmascorro@mercedesedc.com
www.mercedesedc.com
320 S. Ohio, Mercedes, Texas



From: Zefra Mascorro <zmascorro27@gmail.com>

Sent: Tuesday, April 16, 2024 4:50 PM

To: zmascorro@mercedesedc.com

Subject: Fwd: Quote for phone service

----- Forwarded message -----

From: **Thomas Luksa** <tluksa@landstartel.co>

Date: Tue, Apr 16, 2024, 4:45 PM

Subject: Quote for phone service

To: zmascorro27@gmail.com <zmascorro27@gmail.com>

Good afternoon, Zefra!

I received your request for a quote.

I just tried calling you but received your voicemail.

Do you have availability tomorrow morning for a quick phone call?

Thanks!

Thomas Luksa - CEO
Landstar Telecom
Direct/sms: 956-622-4130

Get [Outlook for iOS](#)

From: DocuSign NA4 System <dse_NA4@docusign.net> on behalf of Thomas Luksa via DocuSign <dse_NA4@docusign.net>
Sent: Wednesday, April 17, 2024 8:34 AM
To: Zefra Mascorro, MPA
Subject: Complete with DocuSign: Quote for Voice Services - Terms, Conditions and e911 Rider



Thomas Luksa sent you a document to review and sign.

REVIEW DOCUMENTS

Thomas Luksa

tluksa@landstartel.co

Thank you for your interest in Landstar Telecom as your next telephone company!

Enclosed in this DocuSign envelope is a personalized quote for service with our Standard Terms & Conditions with e911 rider.

We've also included documentation on the device we will be installing.

This is a turnkey solution with an unparalleled feature set!

Should you have any questions, please feel free to contact me directly.

We look forward to serving you!

Thomas Luksa - CEO
Landstar Telecom
Direct/SMS: 956-622-4130
Email: tluksa@landstartel.co

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This message was sent to you by Thomas Luksa who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

Invoice Number: 1066240417



LANDSTAR TELECOM
3313 N MCCOLL RD
MCALLEN, TX 78501-5536

MERCEDES EDC
320 S OHIO AVE
MERCEDDES, TX 78570-3118

***** IMPORTANT MESSAGE *****

Thank you for choosing Landstar Telecom.
Contact Technical Support Monday through Friday from
8:00 am to 5:00 pm
By phone: 844-700-8647
By email: Support@landstartel.co

**To view or pay your account online, please visit our
Payment
Portal: landstar.billing.sbs**

Account Summary

Previous Balance	\$0.00
Payments & Credits	\$0.00
Balance Forward	\$0.00
Finance Charge	\$0.00
Usage	\$0.00
Debits	\$0.00
One Time Charges	\$0.00
Recurring Charges	\$143.00
Taxes & Surcharges	\$17.25
Current Month Charges	\$160.25

Balance Due	\$160.25
Payment Due Date	May 4, 2024
Invoice Date	April 17, 2024

PLEASE TEAR ABOVE AND RETURN THIS SECTION WITH YOUR REMITTANCE

MERCEDES EDC
320 S OHIO AVE
MERCEDDES, TX 78570-3118

Invoice Date: April 17, 2024
Invoice Number: 1066240417

PAYMENT OF \$160.25 DUE 5/4/2024

Make Check Payable To: Landstar Telecom

Amount Enclosed _____

LANDSTAR TELECOM
3313 N MCCOLL RD
MCALLEN, TX 78501-5536

*000000106600016025

Moving? Coordinating a customer move may require up to 30 days, depending upon your services. Call us at:(844)700-8647 and let us know when you move.

<u>Mailing Address</u>	CONTACT INFORMATION	<u>Email</u>
3313 N McColl RD McAllen, TX 78501	<u>Telephone</u> P – (844)700-8647	Billing Questions: accounting@landstartel.co
<i>Click to pay:</i> Bill Online		Tech Support: support@landstartel.co

TERMS AND CONDITIONS

Your services are pursuant to the Service Order Agreement executed between Luksa Enterprises LLC. dba Landstar Telecom and its operating affiliates and the following terms and conditions:

You are responsible for all charges for services furnished to you, as well as all persons using your phones and equipment with or without the consent of you, the customer. All charges for calls placed through the services provided by Landstar Telecom are solely your responsibility.

All charges must be paid each month to keep your account current. You may face service suspension if there are unpaid, past due balances. Any late payments are subject to late fees of 1.5% (18% annually), \$5.00 minimum, of the past due balance. We may require you to switch to automatic payments for accounts that are paid late more than 50% of the time.

All bills are presumed accurate and shall be binding on your company unless we are notified in writing within 30 days of the invoice date. Landstar Telecom will not be required to issue credits, refunds, or other adjustments if no dispute has been received from you.

All of Landstar Telecom's monthly recurring charges are billed in advance. Pro-rated charges will appear on the initial bill. A partial period credit may be issued when customer disconnects from Landstar Telecom's services. International and other usage based charges are billed in arrears.

If you have complaints regarding Landstar Telecom's services being provided to you, or complaints regarding a Landstar Telecom employee or third party technician, please contact us at the address, phone, or email shown above. If you cannot resolve your complaint with us, you may contact the Public Utility Commission in your state. If you do not have their contact information, an Landstar Telecom employee will provide it for you.

If Landstar Telecom is furnishing dedicated services to you, you are required to furnish in writing a minimum of 30 day notice of disconnection. Failure to provide this notice will lead to continued billing of the service by Landstar Telecom. You are responsible for any charges billed due to lack of rendering the disconnection notice.

USE OF VOICE SERVICES AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE TERMS AND CONDITIONS ABOVE AND THE E911 NOTICE ON THE SERVICE ORDER AGREEMENT.

Pay your invoice automatically each month with a Credit/ Debit Card or Bank ACH! Eliminate late fees or concerns about bill payments. Visit <https://landstar.billing.sbs> to set up or provide the following information:

Please call me to setup automatic payments - Name _____ Phone Number: _____

Account #1066

Recurring Charges

Description	Quantity	Amount
Account Charges (5/1/2024 - 5/31/2024)		
UCaaS User Seat-STANDARD - 1YR	Qty: 5.00	125.00
VoIP Access Charge	Qty: 1.00	
VoIP Enhanced Features	Qty: 1.00	
VoIP Local Service	Qty: 1.00	
VoIP Unlimited US-Canada Calling	Qty: 1.00	
VoIP Vertical Feature Charge	Qty: 1.00	
Yealink SIP-T54W DaaS - 1YR	Qty: 5.00	18.00
	Total	143.00

Taxes Surcharges & Assessments

Description	Amount
Federal	
FEDERAL COST RECOVERY FEE	0.99
FEDERAL UNIVERSAL SERVICE FUND	4.03
State	
STATE SALES TAX	9.26
City	
CITY SALES TAX	2.97
	Total
	17.25



Standard Terms and Conditions of Service

These Standard Terms and Conditions of Service shall apply to any Sales Order Form ("SOF") signed by a Customer and accepted by Luksa Enterprises LLC dba Landstar Telecom, a Texas Corporation, whose business address is 3313 N McColl McAllen, TX 78501 ("Landstar Telecom") for the provision of certain telecommunications and related services.

As used in these Standard Terms and Conditions, Landstar Telecom and Customer may be individually referred to as a "Party" or collectively as the "Parties," and the SOF, these Standard Terms and Conditions of Service, and any other addenda, exhibits and documents incorporated by reference into the SOF are referred to collectively as the "Agreement." Underlying telecommunication services are provided by Landstar Telecom."

1.0 Service Descriptions

The specific services (the "Services") to be provided to the Customer are indicated on each SOF. Such Services may be provided using a combination of regulated and non-regulated service components. Each SOF is a separate and distinct obligation for Services.

2.0 Definitions

- 2.1 **Service Order Form.** Service Order Form means the document signed by an authorized representative of both parties itemizing the Services purchased by the Customer.
- 2.2 **Services.** Services mean VoIP (Voice over Internet Protocol), internet access, data transmission, voice transmission, private line, or other communications services that Landstar Telecom agrees to provide to Customer pursuant to a Sales Order Form.
- 2.3 **Taxes.** All taxes arising in any jurisdiction, including without limitation all sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, Universal Service Fund fees, property taxes (for collocation customers), consumption or other taxes, fees, duties, charges or surcharges (however designated) which are imposed on or are based upon the provision, sale or use of the Services, including such taxes imposed directly on Landstar Telecom for which Landstar Telecom is permitted to bill Customer in connection with Landstar Telecom's performance under the Agreement. Taxes do not include Landstar Telecom's income taxes.
- 2.4 **Tariffs.** Landstar Telecom's tariffs, price lists, and generally applicable terms and conditions are on file with the State or Federal Regulatory Authorities

3.0 Terms of Service

- 3.1 **Charges, Billing and Payment.** Charges and Terms for the Services provided by Landstar Telecom under the Agreement are set forth in the pricing sections of the SOF. Charges stated on the SOF do not include Taxes. Customer billing is based on specific Services ordered. Landstar Telecom will bill customer monthly. Unless otherwise provided in the SOF, any recurring charges will be billed in advance and any usage charges will be billed in arrears. Payment of all charges and applicable Taxes is due on the due date set forth in Customer's bill (the "Due Date"). After the initial Term of the Agreement has expired, Landstar Telecom reserves the right to change the monthly services upon 30 days written notice to Customer. Payments are past due if not received by Landstar Telecom by the Due Date. Any amounts past due shall be subject to a late payment charge accruing from the bill date at the rate of 1-1/2% per month until paid. In addition, in the event Customer fails to pay any bill by the Due Date, upon ten (10) days written notice Landstar Telecom may suspend all Services and may deny access privileges to Landstar Telecom's portal. Landstar Telecom may exercise its right to suspend service and/or deny access privileges immediately and without further notice, except as may be required under any applicable Tariff or related regulatory notice requirements. Landstar Telecom shall have no obligation to restore the Services unless and until all overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Landstar Telecom in collecting any unpaid amounts, including, without limitation, reasonable attorneys' fees. Customer further agrees that failure to pay all amounts by the Due Date is a material breach of the Agreement. If Customer's preferred payment method is by credit or debit card, all transactions will be charged an additional fee of 5.5%. There is no transaction fee for ACH bank draft. If Customer's preferred payment method is ACH debit, then Customer hereby authorizes Landstar Telecom to debit Customer's bank account each month for the amount of any and all monthly recurring fees owed by Customer to Landstar Telecom. Customer shall provide the bank name, bank account number, and ABA routing number and shall ensure that such account is able to accept an ACH debit request from Landstar Telecom. Customer shall sign any additional authorizations that Landstar Telecom requests in order to comply with the ACHA Rules or the rules and procedures of Landstar Telecom's ACH service provider
- 3.2 **Credit Requirements.** Customer will provide Landstar Telecom with credit information as requested, and in Landstar Telecom's sole discretion delivery of the Services may be subject to credit approval. Landstar Telecom may require Customer to make a deposit or pre-payment as a condition to Landstar Telecom's acceptance of any SOF, or as a condition to Landstar Telecom's continuation of Services. If a deposit is required, Landstar Telecom may request the deposit to be in cash or another acceptable form designated by Landstar Telecom. The deposit will be held by Landstar Telecom as security for payment of Customer's charges. Customer acknowledges and agrees that Landstar Telecom is authorized and directed, in its sole discretion, to draw upon any deposit to pay any late charges or other fees associated with Landstar Telecom's delivery of the Services to Customer. Upon termination of Customer's Services, the amount of the deposit, if any, will be credited to Customer's account and any remaining credit balance after final bill reconciliation will be refunded to Customer within thirty (30) days. Failure to provide a required deposit will constitute a material breach of the Agreement and shall permit immediate discontinuance of Customer's Services without notice by

Landstar Telecom.

3.3 Billing Disputes. In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim at the time the dispute is submitted and thereafter. Payment may not be withheld for any amounts subject to a dispute. All disputes must be submitted to Landstar Telecom prior to the Due Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Landstar Telecom will use commercially reasonable efforts to resolve all disputes within forty-five (45) days of receipt of the dispute and Customer agrees that Landstar Telecom's resolution of any such dispute shall be final and binding upon Customer.

3.4 Modification by Regulatory Authorities. The rates, terms, and conditions for some Services provided pursuant to the Agreement may be subject to Provider's Tariffs or similar documents on file with a regulatory authority. Tariffs are subject to change at Landstar Telecom's discretion and without Customer's consent, in accordance with requirements of the applicable regulatory agencies. The Agreement shall at all times be subject to modification as necessary to incorporate any changes, revisions or modifications that the Federal Communications Commission or the applicable State Public Utilities Commission or other applicable regulatory authorities may, from time to time, direct in the exercise of its jurisdiction, or to pass on the Customer any charges or fees a regulatory authority imposes on Landstar Telecom or authorizes other carriers to charge Landstar Telecom for services provided by Landstar Telecom to Customer. In the event that actions of a regulatory authority result in a material modification to the Agreement, any adversely affected Party may terminate the Agreement, without liability, upon thirty (30) days notice to the other Party. Such notice shall be provided no later than sixty (60) days after the effective date such modification.

4.0 Conditions of Services

4.1 Installation Delay. Landstar Telecom will use commercially reasonable efforts to ensure the Services are installed and operational by the estimated service date stated in the SOF, if any; provided, however, that in no event shall Landstar Telecom be liable to Customer for any delays arising from, or related to, delays with the Service installation. If Landstar Telecom is unable to provide the Services to Customer, Customer may terminate this Agreement by providing Landstar Telecom thirty (30) days written notice and shall be relieved of further obligations hereunder.

4.2 Internet Quality. Customer acknowledges and agrees that Landstar Telecom makes no guarantees for the quality of any service that traverses the internet. Any quality issues or other impairments that arise from using the Internet are outside of Landstar Telecom's control, provided, however if the internet quality is insufficient to meet Customer's needs, Customer may terminate this Agreement by providing Landstar Telecom thirty (30) days written notice and shall be relieved of further obligations hereunder.

4.3 Intent to Defraud. Customer acknowledges and agrees that Landstar Telecom, in its sole and absolute discretion, shall have the right to immediately refuse to provide or immediately discontinue the Services without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Landstar Telecom or to use the Services to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the Services for unlawful purposes, using the Services in a manner that violates the law, or using Services without intent to pay. Customer acknowledges and agrees that it shall be responsible for any and all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Services by third parties. Although Landstar Telecom will endeavor to contact the Customer pursuant to the notice provisions prior to discontinuing the Services or portions thereof explaining the reasons for such action, Customer acknowledges and agrees that Landstar Telecom shall have no liability to customer for terminating the Services for its failure to have so notified Customer. Landstar Telecom may, but is not obligated to, detect or report unauthorized or fraudulent use of Services.

4.4 CPNI Privacy. The Parties acknowledge and agree that during the normal course of business, Landstar Telecom will have access to certain proprietary information, known as "Customer Proprietary Network Information" or "CPNI," that relates to the quantity, technical configuration, type, destination, location and amount of use of Services to end-user customers using certain Landstar Telecom Services. The Landstar Telecom CPNI Security Policy, and any and all modifications and updates thereto, are hereby incorporated into the Standard Terms and Conditions and SOF by reference. Customer agrees and authorizes Landstar Telecom and Provider to use its CPNI to provision, repair, and maintain Services to Customer.

4.5 Regulatory Provisions. In addition to the rates, terms and conditions set forth in the Agreement, certain State or Federal regulations may require additional or different terms and conditions for those service components subject to any such regulatory requirements.

4.6 911 and E911 Service. Customer acknowledges that for 911 services to function properly, the caller must be calling from the location associated with the number as provided by Customer during implementation, and that service address must be valid and accurate. Customer is prohibited in altering the Services in any way, and acknowledges and agrees that if the Services are altered in any way by Customer that 911 and E911 service may not function properly and Customer hereby agrees to indemnify Landstar Telecom and Provider from any and all liability associated with the failure of 911 services to function properly.

5.0 Term and Termination

- 5.1 **Term; Other Agreements.** The initial term shall be as provided in the SOF (the "Initial Term"). Alternatively, the SOF may specify that the Agreement is coterminous with another Agreement for Services entered into between Landstar Telecom and Customer, in which event the agreement shall have the same Initial Term as is provided in such other Agreement. After the Initial Term, all Services ordered under the Agreement shall renew on an annual basis, at the then-current rates and subject to the then-current Standard Term and Conditions of Service, unless Customer renews the Services term
- 5.2 **Termination for Breach.** Landstar Telecom shall have the right to terminate the Agreement in the event Customer fails to pay any amount by the Due Date.
- 5.3 **Effect of Termination.** In the event this Agreement is terminated prior to the expiration of the Term due to a material breach by customer, Customer agrees to pay 70% of the monthly service charges multiplied by the number of months remaining in the Initial Term or any applicable renewal term, as identified on the SOF, and any term-related discount applicable to the affected Service. Customer shall also pay any non-recurring installation charges that were previously waived or reduced. However, if terminated for cause by Customer as provided in Section 4.1, Customer shall have no further obligations hereunder.

6.0 Software Licenses

- 6.1 **Grant of License.** During the term and subject to the terms and conditions of this Agreement, Landstar Telecom and Provider hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the software in object code form for its internal business purposes only. The license in the preceding sentence is limited to the number of Authorized Users for which Customer has paid in accordance with the applicable SOF. All rights in and to the software not expressly granted herein are reserved to Landstar Telecom.
- 6.2 **License and Use Restrictions** Customer shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the software in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

7.0 Indemnification

- 7.1 **Indemnification.** Each party shall indemnify the other, the other's affiliates, and all of their stockholders, officers, directors, agents, and employees (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the use in accordance with this Agreement of the software or the Services (in the case of Landstar Telecom) or the Customer Data (in the case of Customer) infringes or misappropriates any intellectual property or privacy rights of the unaffiliated third party, or (ii) that arises or is alleged to have arisen solely out of the gross negligence or intentional misconduct of the indemnifying party (each a "Third Party Claim"). Notwithstanding the foregoing, if the software becomes the subject of such a claim of infringement then Landstar Telecom may, at their option: (a) procure for Customer the right to use the Software free of any liability for infringement; (b) replace or modify the software to make it non-infringing but with reasonably comparable functionality; or (c) if Landstar Telecom and determine that the previous two options are not available on a commercially reasonable basis, grant to Customer a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by customer for the affected software. Furthermore, Landstar Telecom have no liability for, and no obligation to indemnify Customer against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its documentation, including use with third party hardware and software products not specifically authorized by Landstar Telecom.
- 7.2 **Indemnification Process.** The Indemnified Party shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (i) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (ii) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (iii) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

- 7.3 **Sole Remedy** Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party in the nature of negligence, gross negligence, intentional misconduct, intellectual property infringement, or invasion of privacy.

8.0 Disclaimers and Limitations

- 8.1 **Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LANDSTAR TELECOM MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SOFTWARE, PRODUCTS OR SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE, PRODUCTS OR SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, LANDSTAR TELECOM DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE PRODUCTS AND SERVICES PROVIDED BY LANDSTAR TELECOM OR PROVIDER, OR THE OPERATION THEREOF ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. LANDSTAR TELECOM MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE
- 8.2 **Disclaimer of Consequential Damages** LANDSTAR TELECOM HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF LANDSTAR TELECOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.3 **Limitations of Remedies and Liability.** EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY LANDSTAR TELECOM ARE CORRECTION OF ERRORS AS SET FORTH HEREIN AND THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH AND THE APPLICATION OF ANY SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT. EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, LANDSTAR TELECOM'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO LANDSTAR TELECOM BY THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SOFTWARE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

9.0 General

- 9.1 **Force Majeure.** "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event
- 9.2 **Assignment.** Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Landstar Telecom which consent shall not be unreasonably withheld. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void
- 9.3 **Governing Law; Venue.** The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Alamo, Texas, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out to or relating to this Agreement brought in any State or Federal Court sitting in Alamo, Texas; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum
- 9.4 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Alamo, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorney's fees and expenses, to the prevailing party. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation

in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

9.5 **Entire Agreement.** This Agreement and any Service Order Forms constitute the Final Agreement between the parties. In the event of any conflicts between this Agreement and a Service Order Form the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to Landstar Telecom override a specific provision of the controlling document. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedents to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

9.6 **Notices.** Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement must give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, registered or certified U.S. Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid). Any party giving a Notice must address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed on the SOF or to another Addressee or another address as designated by a party in a Notice pursuant to this Section. Except as provided elsewhere in this Agreement, a Notice is effective only if the party giving the notice has complied with this paragraph. Notices for Non-Renewals must be supplied within 45 days prior to your contract end date.

9.7 **Modification of Standard Terms and Conditions.** Landstar Telecom may amend these Standard Terms and Conditions at any time by posting the amended terms and conditions on Provider's website and providing notice thereof to Customer. Customer will be deemed to have accepted the amended terms and conditions as part of the Agreement. In the event Landstar Telecom changes or alters these Standard Terms and Conditions and Customer is reasonably unable to comply with any such change or alteration, Customer may terminate this Agreement and be relieved of further obligations hereunder.

9.8 **No Joint Undertaking.** Nothing in the Agreement shall be construed as creating an associate, trust, partnership, agency, or joint venture between the Parties in any respect or with regard to any undertaking.

9.9 **Survival of Provisions.** Any obligations of the Parties relating to monies owed, as well as those provisions relating to confidentiality, limitations on liability and indemnification, shall survive termination of the Agreement.

9.10 **Waiver.** The failure of either Party to enforce against the other any term or condition of the Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or condition.

10.0 Service Level Agreement

If Customer's Services are unavailable for more than sixty (60) consecutive minutes in any one day, then Landstar Telecom will issue a credit, upon written request from Customer received within fifteen (15) days of such outage, equal to the portion of the MRC for affected DS-Os associated with the service unavailability event in the following manner: A service unavailability credit will not be issued for service unavailability events caused by the following : (a) Negligent acts or omissions of the Customer, or any other issue caused by Customer; (b) outages caused by third party carriers or local exchange carriers; (c) the malfunction of equipment, applications, or systems not owned or controlled by Landstar Telecom; (d) circumstances or causes beyond the control of Landstar Telecom including but not limited to instances of Force Majeure; (e) scheduled service maintenance, alteration, or implementation; (f) failure of any components that Landstar Telecom cannot correct because customer has elected not to release services for testing or repair and continues to use the services on an impaired basis, or time attributed to the Customer's delay in responding to Landstar Telecom's requests for assistance to repair a service unavailability event.

11.0 Acceptance

The undersigned is authorized to commit the Company to the Terms and Conditions contained in this Standard Terms and Conditions of Service Agreement, and agrees to all Terms and Conditions contained herein.

Customer	Luksa Enterprises LLC dba Landstar Telecom
Signature: _____	Signature: _____
Printed Name: Zefra Mascorro, MPA	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



911 and E911 Disclaimer

Landstar Telecom provides you with phone services over your broadband internet connection. There is an important difference between the VoIP service and the phone service provided over a traditional phone line -- this difference is that the 9-1-1 dialing feature with VoIP has important limitations that you should be aware of and that you advise others that may use the VoIP service in your residence or business.

YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE VOIP SERVICE BY LOGGING INTO YOUR CONTROL PANEL AND PROVIDING A VALID PHYSICAL ADDRESS.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE LANDSTAR TELECOM SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION.

If you lose power or there is a disruption to power at the location where VoIP is used, neither VoIP nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the VoIP device prior to utilizing the service, including the 9-1-1 dialing feature.

If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither VoIP nor the 9-1-1 dial feature will function until the Internet connection nor Broadband Service is restored.

If your VoIP account is suspended or terminated, the VoIP service outage will prevent the 9-1-1 dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing VoIP as compared to traditional 911 dialing over traditional public telephone networks.

You are responsible for the accuracy and the completeness of the address that you submit to Landstar Telecom for the location at which VoIP will be used and to which emergency service will be sent in the event that you use the VoIP 9-1-1 dialing service. You are responsible for updating and of the advising us of any and all changes to the address or location at which VoIP will be used. VoIP uses a third party to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither Landstar Telecom, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives 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 VoIP 9-1-1 dialing service unless such claims or causes of action arise from Landstar Telecom's gross negligence, recklessness or willful misconduct. You agree to release, indemnify, defend and hold harmless Landstar Telecom, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations,

employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, VoIP 911 dialing feature or service or access emergency service personnel.

Enhanced 911. A service that associates your address with your telephone number. As long as you have your current address set up with Landstar Telecom, an emergency call will be automatically routed to a local PSAP (public safety answering point).

*Broadband Internet service that is usually much faster than dial-up.
Common broadband services include cable, DSL, and fiber optic.*

Customer

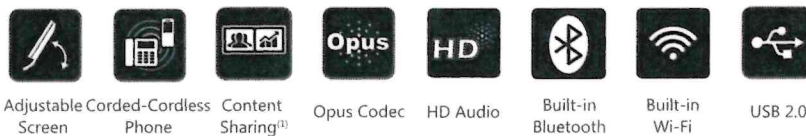
Luksa Enterprises LLC dba Landstar Telecom

Signature: _____
Printed Name: Zefra Mascorro, MPA
Title: _____
Date _____

Signature: _____
Printed Name: _____
Title: _____
Date _____

Prime Business Phone to Deliver Optimum Desktop Productivity

Especially designed for busy executives and professionals, Yealink SIP-T54W is an easy-to-use Prime Business Phone with an adjustable 4.3-inch color LCD screen that you can easily and flexibly find the comfortable viewing angle according to the personal and environmental needs. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T54W IP Phone ensures you to keep up with the modern wireless technology and take the first chance in the future wireless age. Its built-in USB 2.0 port allows for USB recording or a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection. Benefitting from these features, the Yealink SIP-T54W is a powerful and expandable office phone that delivers optimum desktop efficient and productivity.



Adjustable Corded-Cordless Screen Content Phone Content Sharing⁽¹⁾ Opus Codec HD Audio Built-in Bluetooth Built-in Wi-Fi USB 2.0



Key Features and Benefits

User Friendly

Yealink SIP-T54W IP Phone features an adjustable 4.3-inch color LCD screen that you can readily adjust it to the comfortable viewing angle according to yourself. As to the audio quality, the SIP-T54W is coupled with the latest version of Yealink Optimal HD Voice technologies, including Yealink Acoustic Shield technology, that effectively eliminate background distractions and noises, deliver crystal clear voice even in a noisy environment. Meanwhile, complying with the latest Hearing Aid Compatibility (HAC) Regulations, its HAC handset helps the person who is with hearing loss to hear the voice more clearly.

Wireless Transmission

Yealink SIP-T54W IP Phone not only furnish you with the built-in Bluetooth 4.2 for Bluetooth headsets and mobile contacts synchronization, but also the built-in dual band Wi-Fi for Wi-Fi connectivity, allowing you to access the 5G Wi-Fi connectivity handily. Also if you want to expand your horizons for busy environments, or, share one phone system with your small team by adding multiple handsets, just simply turn your IP phone to the corded-cordless phone via DECT technology. Moreover, the IP phone can function with Yealink VC Desktop together to share content from your laptop, making collaboration much easier than before⁽¹⁾.

High Expandability

A built-in USB 2.0 port allows you to enjoy USB call recording via USB flash drive. Via this USB port, you also can connect wired/wireless USB headset without connecting Yealink EHS36 anymore, and connect up to 3 Yealink expansion modules EXP50 which can be programmed with up to 180 paperless DSS keys.

Efficient Installation and Provisioning

The Yealink SIP-T54W supports efficient provisioning and effortless mass deployment with Yealink's Redirection and Provisioning Service (RPS) and Boot mechanism to help you realize the Zero Touch Provisioning without any complex manual settings.

- 4.3" 480 x 272-pixel color display with backlight
- Adjustable LCD screen
- Built-in Bluetooth 4.2
- Built-in dual band 2.4G/5G Wi-Fi (802.11a/b/g/n/ac)
- USB 2.0 port for USB recording, wired/wireless USB headsets and EXP50
- Up to 16 VoIP accounts
- Dual-port Gigabit Ethernet
- PoE support
- HAC Handset
- Paperless label design
- Wall mountable

Audio Features

- HD voice: HD handset, HD speaker
- Hearing aid compatible (HAC) handset
- Acoustic Shield
- Audio codec: Opus, G.722, PCMA, PCMU, G.729A/B, G.726, G.723.1, iLBC
- DTMF: In-band, Out-of-band (RFC 2833) and SIP INFO
- Full-duplex hands-free speakerphone with AEC
- VAD, CNG, AEC, PLC, AJB, AGC

Phone Features

- 16 VoIP accounts
- Call hold, call forward, call waiting, call transfer
- One-touch speed dial, hotline, mute, DND
- Group listening, SMS, emergency call
- Redial, call return, auto answer
- 3-way conferencing
- Direct IP call without SIP proxy
- Ring tone selection/import/delete
- Set date time manually or automatically
- Dial plan, XML Browser, Action URL/URI
- RTPC-XR (RFC3611), VQ-RTPCXR (RFC6035)
- Built-in dual band Wi-Fi:
 - Network standard: IEEE802.11a/b/g/n/ac
 - Transmission rate: Up to 433Mbps (dynamic)
 - Frequency range: 2.4GHz/5.0GHz
- Built-in Bluetooth for:
 - Bluetooth headset,
 - Mobile contacts synchronization
 - Bluetooth call
- USB port (2.0 compliant) for:
 - Wired/wireless USB headset
 - USB call recording through USB flash drive
 - Color-screen expansion modules EXP50 (up to 3)
- Content Sharing (via Yealink VCD)⁽¹⁾
- Enhanced DSS key

Directory

- Local phonebook up to 1000 entries
- Black list
- XML/LDAP remote phonebook
- Smart dialing
- Phonebook search/import/export
- Call history: dialed/received/missed/forwarded

Corded-Cordless Phone (via DECT Dongle DD10K)

- Up to 4 DECT cordless handsets
- Up to 4 concurrent calls
- Support Yealink W52H/W53H/W56H/DD Phone
- Slave Handset for Master Deskset

IP-PBX Features

- Busy Lamp Field (BLF)
- Bridged Line Appearance (BLA)
- Anonymous call, anonymous call rejection
- Hot-desking, voice mail
- Flexible seating
- Executive and Assistant
- Call park, call pickup
- Centralized call recording, call recording

Display and Indicator

- 4.3" 480 x 272-pixel color display with backlight
- 16 bit depth color
- LED for call and message waiting indication
- Dual-color (red or green) illuminated LEDs for line status information
- Wallpaper
- Intuitive user interface with icons and soft keys
- Multilingual user interface
- Caller ID with name and number
- Screensaver
- Power saving

Feature keys

- 10 line keys with LED
- 10 line keys can be programmed up to 27 various features (3-page view)
- 7 features keys: message, headset, hold, mute, transfer, redial, hands-free speakerphone
- 4 context-sensitive "soft" keys
- 6 navigation keys
- Volume control keys
- Illuminated mute/headset/hands-free speakerphone key

Interface

- Dual-port Gigabit Ethernet
- Power over Ethernet (IEEE 802.3af), class 3
- 1 x USB port (2.0 compliant)
- 1 x RJ9 (4P4C) handset port
- 1 x RJ9 (4P4C) headset port

Management

- Configuration: browser/phone/auto-provision
- Auto provision via FTP/TFTP/HTTP/HTTPS for mass deploy
- Auto-provision with PnP
- Broadsoft device management
- Zero-sp-touch, TR-069
- Phone lock for personal privacy protection
- Reset to factory, reboot
- Package tracing export, system log

Network and Security

- SIP v1 (RFC2543), v2 (RFC3261)
- Call server redundancy supported
- NAT traversal: STUN mode
- Proxy mode and peer-to-peer SIP link mode
- IP assignment: static/DHCP/PPPoE
- HTTP/HTTPS web server
- Time and date synchronization using SNTP
- UDP/TCP/DNS-SRV(RFC 3263)
- QoS: 802.1p/Q tagging (VLAN), Layer 3 ToS DSCP
- SRTP for voice
- Transport Layer Security (TLS1.2)
- HTTPS certificate manager
- AES encryption for configuration file
- Digest authentication using MD5/MD5-sess
- OpenVPN, IEEE802.1X
- IPv6, LLDP/CDP/DHCP VLAN, ICE

Other Physical Features

- Color: Classic Grey
- Wall mountable (optional)
- External Yealink AC adapter (optional): AC 100~240V input and DC 5V/2A output
- USB output currency: 5V === 500mA
- Power consumption (PSU): 1.7W-4.3W
- Power consumption (PoE): 2.2W-5.5W
- Dimension (W*D*H*T): 233mm*222.6mm*186.1mm*41.7mm
- Operating humidity: 10~95%
- Operating temperature: -10~50°C (+14~122°F)

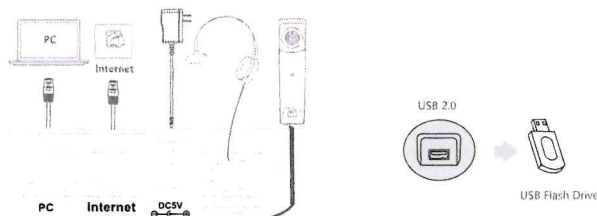
Package Features

- Package content:
 - Yealink SIP-T54W IP phone
 - Handset with handset cord
 - Ethernet Cable
 - Stand
 - Quick Start Guide
 - Power Adapter (Optional)
- Qty/CTN: 5 PCS
- N.W/CTN: 6.3 kg
- G.W/CTN: 6.8 kg
- Giftbox size: 259 mm*243 mm*103 mm
- Carton Meas: 538 mm*250 mm*265 mm

Compliance



⁽¹⁾ The related firmware of Yealink VCD is version 28 which will be released in March, 2019.





About Yealink

Yealink is a global leading provider of enterprise communication and collaboration solutions, offering video conferencing service to worldwide enterprises. Focusing on research and development, Yealink also insists on innovation and creation. With the outstanding technical patents of cloud computing, audio, video and image processing technology, Yealink has built up a panoramic collaboration solution of audio and video conferencing by merging its cloud services with a series of endpoints products. As one of the best providers in more than 140 countries and regions including the US, the UK and Australia, Yealink ranks No.1 in the global market share of SIP phone shipments.

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Technical Support

Visit Yealink WIKI (<http://support.yealink.com/>) for firmware downloads, product documents, FAQ, and more. For better service, we sincerely recommend you to use Yealink Ticketing system (<https://ticket.yealink.com>) to submit all your technical issues.



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3. Discussion and Action: Executive Session: Section 551.087: Economic development negotiations with Project Kamel, Section 551.071: pending legal issues with Case No. C-4876-19-A and on any regular agenda item requiring confidential, attorney-client advice necessitated by the deliberation or discussion of said item as needed.

4. Discussion and Action: item #3

5. Adjournment