

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is dated for reference as of October 22, 2024, between EntryPoint Networks, Inc., a Delaware Corporation ("EntryPoint") and enter customer the City of Placerville, CA, a California municipality (Customer).

- A. Customer is interested in engaging EntryPoint for Project Management and Construction Services related to the deployment of fiber-optic communications infrastructure and advanced networking solutions.
- B. EntryPoint is the developer and owner of certain Licensed Software and Documentation that is made available as a Service, bundled with maintenance, support, equipment, and other services; and
- C. Customer wants to pay for and use EntryPoint's SaaS Platform and/or NOC Services and/or Billing Services, and EntryPoint wants to make the Platform and Services available to Customer in accordance with this Agreement.
- D. Customer may desire to have EntryPoint provide Professional and Construction Services, if purchased in connection with the other Services.

The parties therefore agree as follows:

- 1. **DEFINITIONS.** Capitalized words and phrases not defined herein have the meaning set forth in Schedule A hereto, which is made a part of this Agreement.

- 2. **PROJECT AND CONSTRUCTION MANAGEMENT SERVICES.**

EntryPoint's Project Management and Construction Services are designed to assist Customer with all aspects of network planning, project management, network deployment (construction activities), community engagement, subscriber onboarding, and/or systems and API integration development. Each project and scope of work related to these services will be outlined in detail on associated Work Orders. Each Project Management Work Order will be associated with this Agreement "Master Services Agreement" as attached Exhibits. (i.e. Exhibit A, Exhibit B, etc.)

- 3. **SOFTWARE AS A SERVICE (SaaS).**

- 3.1. **Use Rights.** During the Term, and conditioned upon payment of the applicable Fees, EntryPoint shall make the SaaS Platform available to Customer in accordance with this Agreement and the applicable Documentation. In furtherance of the foregoing, EntryPoint grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to (a) install and use one copy of the Licensed Software and any Maintenance Release in Customer's Data Center in the ordinary course of its business operations; (b) use the Documentation; (c) use the Software for Customer's own network management; (d) permit Customer's Users to use the Services; and (e) reproduce EntryPoint's marks and logos in promoting the authorized use of the Services. The foregoing rights are limited to use by those Users for which Customer has paid the SaaS Fees. In addition to the foregoing, EntryPoint authorizes Customer to modify or customize any Screen using the EntryPoint API, subject to compliance with the EntryPoint API Terms. EntryPoint reserves all other rights, including any Intellectual Property Rights, not expressly granted.
- 3.2. **Use Policies.** Customers shall, and will ensure that its Users, use the Services only in compliance with the Acceptable Use Policy, a copy of which is set forth in Schedule B hereto, which is made a part of this Agreement. Customer may publish a copy of the Acceptable Use Policy on its own website and may add other reasonable terms, provided that those terms do not substantially limit or restrict the terms required by this Agreement.
- 3.3. **Maintenance.** During the Term, EntryPoint shall provide Customer with all Maintenance Releases, including updated Documentation, that EntryPoint may, in its discretion, make generally available to other customers at no additional charge. Maintenance Releases, upon being provided by EntryPoint to Customer, are deemed Licensed Software and made a part of the SaaS Platform, subject to this Agreement. EntryPoint shall provide Customer with Maintenance Release documentation as a part of delivery and installation. Customer may upgrade to any New Edition that EntryPoint makes generally available to its other customers at EntryPoint's then-current list price and subject to an amendment to the Pricing Attachment, on the condition that there is no Default under this Agreement.

- 3.4. **Restrictions.** Customer shall not, and will ensure that its Users do not, directly or indirectly: (a) make the SaaS Platform available to anyone other than its Users; (b) copy the SaaS Platform, in whole or in part; (c) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the SaaS Platform; (d) violate the EntryPoint API Terms; (e) rent, lease, lend, sell, sublicense, assign, share, distribute, publish, grant a security interest in, or otherwise transfer Customer's right in as set forth in this Agreement; (f) reverse engineer, disassemble, decompile, decode, or adapt the SaaS Platform, or otherwise attempt to derive or gain access to the Source Code of the Licensed Software, in whole or in part, or attempt to discover the underlying structure, ideas, or algorithms that comprise the SaaS Platform; (g) bypass or breach any security device or protection used for or contained in the SaaS Platform; (h) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, Intellectual Property Rights, proprietary rights, or other symbols, legends, notices, marks, or serial numbers on or relating to any copy of the Licensed Software or the SaaS Platform; (i) use the SaaS Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any Applicable Law; (j) use the SaaS Platform for purposes of: (i) scanning, benchmarking, or competitive analysis of platform services, (ii) developing, using, or providing a competing software, subscription, or service, or (iii) any other purpose that is to EntryPoint's detriment or commercial disadvantage; or (k) use the SaaS Platform in any manner or for any purpose or application not expressly permitted by this Agreement.
- 3.5. **Customer Data.** EntryPoint may, but has no obligation to, monitor the content processed through the SaaS Platform including, without limitation, User Data. Customer owns all rights, title, and interest in the Customer's Data or otherwise has the right to use the Customer's Data in connection with the Services. Customer may give EntryPoint access to User Data to improve the Services or otherwise as necessary for EntryPoint to perform its obligations under this Agreement.

4. **NETWORK OPERATIONS CENTER (NOC) SERVICES**

- 3.1 During the term of this Agreement, EntryPoint agrees to provide remote monitoring of the network on a 24/7 basis from its distributed NOC when purchased by Customer as specified in a separately executed pricing attachment for NOC services. NOC services include device monitoring, outage notifications, configuration of devices, diagnostics, repair dispatch, and other services as generally provided by the NOC as set forth in the currently adopted EntryPoint NOC Service Level Agreement, which is available at https://www.entpnt.com/noc_sla.pdf.

5. **BILLING SERVICES**

- 4.1 EntryPoint's Billing Services involves the managing and processing of financial transactions between the Customer or network operator and network subscribers and/or service providers. Billing services include the creation and distribution of invoices, the processing of payments, the management of customer billing accounts, and the tracking of network operator revenues.

Key features of EntryPoint's billing services include automated invoicing, online payment processing, integration with EntryPoint's subscription management, and the ability to generate customized reports and analytics.

- 4.1.1 **Invoicing Service.** EntryPoint's Billing Service included invoice generation. Invoice Service is designed to automate the creation, sending, tracking, and management of invoices, thereby simplifying the Client's billing processes. Automatic invoicing for recurring payments is included. The system allows for prompt invoice dispatch via email or other digital methods preferred by the Client's customers. It also maintains a record of all invoices sent, providing a clear audit trail for both the Client and their customers. EntryPoint will continuously maintain, update, and improve the Invoice Service as part of its commitment to provide the best possible service to the Client. However, the specific features and functionalities of the Invoice Service may evolve over time, and the Provider reserves the right to modify, add or remove features, in its sole discretion, in response to changes in technology, legal requirements, or market conditions.
- 4.1.2 **Payment Processing Service.** The Payment Service supports recurring billing for subscription-based business models. It can automatically charge customers at specified intervals, providing a convenient way for the Client to manage recurring revenue. The system generates real-time notifications and reports for each transaction, enabling the Client to track payments, manage refunds, and handle disputes effectively. It provides comprehensive transaction records,

facilitating easier financial management and auditing. EntryPoint will regularly maintain, update, and enhance the Payment Service to ensure it meets evolving payment processing needs, technological advancements, and regulatory changes. However, the Provider reserves the right to make modifications to the Payment Service, including the addition or removal of features or integrations, at its sole discretion.

6. **PROFESSIONAL SERVICES**

EntryPoint Professional Services are designed to assist Customer with all aspects of network planning, network deployment, community engagement, subscriber onboarding, and/or systems and API integration development.

7. **DUTIES OF CUSTOMER**

- 7.1. **Contacts.** Customer shall designate one or more point of contact(s) for administrative, accounting, and technical interactions.
- 7.2. **Compliance.** Customer shall use the SaaS Platform in compliance with Applicable Law and this Agreement.
- 7.3. **Branding.** As a condition to modifying or customizing any Screen using the EntryPoint API, Customer shall comply with the EntryPoint API Terms, including, without limitation, the branding requirement that requires on each Screen modified or customized using the EntryPoint API the following phrase “Powered by – EntryPoint Networks” in typography specified by EntryPoint.
- 7.4. **Credentials; User Access.** Customer is responsible for use of the SaaS Platform by Users and any Person who accesses the SaaS Platform with Customer’s or any of Customer’s User’s account credentials. Customer shall manage User access, add, and subtract Users, suspend or terminate access for Users who violate the Acceptable Use Policy, eliminate access by multiple Users with shared credentials, and otherwise prohibit the sharing of usernames and passwords.
- 7.5. **Security.** Customer is responsible for the security of the Data Center and information systems used to access the SaaS Platform, and for compliance by Users with the terms of the Acceptable Use Policy and this Agreement. Customer shall promptly notify EntryPoint if Customer becomes aware of any loss, theft, or unauthorized use of any of the Customer’s usernames or passwords. EntryPoint has the right at any time to terminate or suspend access to any User or to Customer if EntryPoint believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the SaaS Platform.
- 7.6. **EntryPoint Access.** Customer shall provide EntryPoint with network and physical access to the Data Center to (a) install the Licensed Software and Maintenance Releases; (b) provide Support in accordance with this Agreement; (c) verify use in accordance with Subsection 2.1 (Use Rights) and Section 10 (Authorized Use; Audits); and (d) exercise remedies available in accordance with Section 14 (Remedies).

8. **SUPPORT.**

- 8.1. **Availability.** As part of the Services, EntryPoint shall (a) use commercially reasonable efforts to make the Services available to Customer; and (b) provide Support to Customer in accordance with the then-current support policies and documentation available upon request. Customer acknowledges the Services may become temporarily unavailable due to scheduled maintenance, unscheduled emergency maintenance, or other causes beyond EntryPoint’s reasonable control.
- 8.2. **Errors.** EntryPoint shall use commercially reasonable efforts to correct Services Errors reported by Customer or provide a reasonable workaround as soon as possible during EntryPoint’s normal business hours of 8:00am – 5:00pm Mountain Time. Customer shall provide such access, information, and support to EntryPoint to the extent requested in the process of resolving any Error. This subsection specifies the Customer’s sole remedy regarding the correction of Errors in the Services.

8.3. Bugs. In addition to reporting Errors, Customer shall report all other bugs and defects of the Services to EntryPoint, and EntryPoint shall endeavor to fix them in a subsequent Maintenance Release.

9. FEES AND EXPENSES.

9.1. SaaS and NOC Fees. In consideration of the SaaS Platform and NOC Services, Customer shall pay EntryPoint a recurring monthly SaaS Fee and NOC Fee for each Active User Account and any other amounts set forth in the Pricing Attachment. The Total SaaS Fee and/or NOC Fee will be calculated using the total number of Active User Accounts in the SaaS Platform as of the 15th of each calendar month, unless EntryPoint provides Billing Services. If EntryPoint is managing the billing, SaaS fees will be 1) prorated in the first partial month and charged on the first business day of the succeeding month or 2) billed each month on the day they become an Active User on the SaaS system.

9.2. Additional Support. For enhanced support not included with the SaaS Platform, Customer shall provide a signed purchase order to EntryPoint for a provided Sales Quote that includes the scope of work and any terms and conditions. Emergency enhanced support may be immediately requested by any Customer point of contact approved to make such requests. EntryPoint shall invoice Customer for such emergency enhanced support on a time and materials basis in accordance with EntryPoint's then-current hourly rates and expense policies.

9.3. Professional Services. Other than Support, Professional Services, including consulting, are not included in the SaaS Platform. Such Professional Services can be added to this Agreement through the Professional Services Pricing Attachment. EntryPoint shall invoice Customer for emergency service or equipment in accordance with a time and materials basis in accordance with EntryPoint's then-current hourly rates and expense policies.

9.4. Price Changes. EntryPoint reserves the right to change pricing upon notice to Customer, and the new pricing will apply from the commencement of the next Renewal Term and thereafter. EntryPoint will provide 90 days advance notice prior to any pricing increases. Price Changes shall not occur during the Initial Term, and EntryPoint shall not increase prices more than one (1) time in a twelve month period during any Term of this Agreement.

10. PAYMENT TERMS.

10.1. Invoices. EntryPoint shall invoice Customer monthly in arrears for the SaaS Fees and any recurring charges, together with all non-recurring charges and expenses incurred since the previous invoice. Unless otherwise mutually agreed in writing, EntryPoint may email invoices to the contact person and email address set forth in the Pricing Attachment. Customer shall pay undisputed invoices within thirty (30) days of the first invoice date. Dollar amounts refer to U.S. dollars.

10.2. Interest. If any amount is not paid when due, then without limiting any other rights of remedies of EntryPoint, EntryPoint may charge Customer an interest rate on the amount due and owing from thirty (30) days after the first invoice date at the lesser of 1.5% per month or the maximum interest rate allowed by Applicable Law.

10.3. No Deduction. Customer shall pay all amounts owing to EntryPoint in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

10.4. Taxes. The SaaS Fees and other fees, charges, and amounts payable by Customer for the Services are exclusive of taxes and similar assessments. Customer is responsible for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer but not any taxes imposed on EntryPoint's net income and not any of EntryPoint's employment taxes, payroll taxes, social security taxes, FICA, unemployment and disability taxes, FUTA, Medicare, self-employment taxes, estimated taxes, and other applicable withholdings. If an exemption is claimed by Customer, Customer shall deliver documentation thereof to EntryPoint, and shall indemnify EntryPoint for any amounts, penalties, interest, and expenses (including legal fees and expenses) incurred to the extent that the exemption is disputed or denied.

11. AUTHORIZED USE; AUDITS.

- 11.1. Security Measures. The Licensed Software may contain technological measures designed to prevent unauthorized or illegal use of the SaaS Platform. Customer agrees that: (a) EntryPoint may use these and other lawful measures to verify Customer's compliance with this Agreement and enforce EntryPoint's rights, including all Intellectual Property Rights, in and to the SaaS Platform; (b) EntryPoint may deny any Person access to or use of the SaaS Platform if EntryPoint, in its discretion, believes that Person's use of the SaaS Platform would violate any provision of this Agreement, regardless of whether Customer designates that Person as an authorized User; and (c) EntryPoint may collect, maintain, process, and use diagnostic, technical, usage, and related information, including information about Customer's computers, systems, software, and Data Center, that EntryPoint may gather periodically to improve the performance of the SaaS Platform or develop Maintenance Releases.
- 11.2. Certification. Upon EntryPoint's written request, not more frequently than annually, Customer shall promptly certify to EntryPoint in writing, signed by an authorized representative of Customer, that the Customer is in compliance with this Agreement
- 11.3. Audit Procedure. At any time during the Term and for one (1) year thereafter, EntryPoint or its designee may, on thirty (30) days' notice, inspect and audit Customer's use of the SaaS Platform. EntryPoint's designee may include its accountants and auditors, or an independent public accountant or equivalent, excluding, however, the Software Publisher Association or the Business Software Alliance. The audit will be conducted during regular business hours at Customer's facilities no more frequently than once in any twelve (12) month period, or more frequently if there is a Default by Customer, in a manner that does not unreasonably interfere with Customer's business operations. Customer shall make its books, records, equipment, information, and personnel available, and cooperate and assist EntryPoint and its designee as reasonably requested. EntryPoint shall only examine information directly related to Customer's use of the SaaS Platform. If an audit determines that Customer's use of the SaaS Platform exceeds the usage permitted by or paid for under this Agreement, EntryPoint and Customer shall negotiate in good faith to resolve any issues uncovered by an audit.

12. CONFIDENTIALITY.

- 12.1. Confidential Information. The words "Confidential Information" mean all non-public, confidential, or proprietary information disclosed before, on, or after the Start Date, by Discloser to the Recipient and its Representatives, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: (a) finances, customer information, supplier information, products, services, organizational structure, and internal practices, forecasts, sales, and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies; (b) unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other intellectual property including any Intellectual Property Rights; (c) designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; (d) third-party confidential information included with, or incorporated in, any information provided by the Discloser to the Recipient or its Representatives; (e) the results and reporting from audits performed in accordance with this Agreement; and (f) any other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the parties' businesses. The Licensed Software and Maintenance Releases are protected by EntryPoint as trade secrets and are the Confidential Information of EntryPoint. Confidential Information does not include information that Recipient can demonstrate: (1) is in Recipient's possession at the time of disclosure; (2) is independently developed by Recipient without use of or reference to Confidential Information; or (3) becomes rightfully known publicly, before or after disclosure, other than due to improper action or inaction by Recipient or its Representatives.
- 12.2. Nondisclosure. Recipient shall not use or disclose Confidential Information (particularly EntryPoint proprietary information including source code, APIs, and methods) for any purpose other than as provided in this Agreement. Recipient: (a) shall not disclose Confidential Information to any Representative unless such person has a need to know the Confidential Information and is under an obligation of confidentiality that is no less restrictive than this Agreement; and (b) shall not disclose Confidential Information to any other person, entity, or organization without Discloser's prior consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any unauthorized access to, or disclosure of, Confidential

Information in violation of this Agreement. Recipient may disclose Confidential Information as and to the extent required by Applicable Law or by proper legal or governmental authority. To the extent not prohibited by applicable law, Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

- 12.3. Injunction. If there is a breach by Recipient or any of Recipient's Representatives of the duties and obligations in this section, Discloser may seek equitable relief, without proving actual damage, in addition to any and all other damages, rights, and remedies that may be available.
- 12.4. Termination & Return. With respect to each item of Confidential Information, the obligations of this section terminate five (5) years after the date of disclosure, except that the obligations survive indefinitely regarding any Confidential Information constituting trade secrets. Upon written request or termination of this Agreement, Recipient shall return all copies of Confidential Information including the Licensed Software to Discloser.
- 12.5. Retention of Rights. Except as and to the extent set forth in this Agreement, the disclosure of any Confidential Information does not transfer ownership of, or grant any license to, Confidential Information. Discloser hereby reserves and retains all rights, title, and interest in and to all its Confidential Information.
13. **TERM; TERMINATION**
- 13.1. Term. This Agreement is effective as of the Start Date and continues for an Initial Term of 12 months, and thereafter automatically renews each year unless terminated as provided in this Agreement.
- 13.2. Customer Termination. Customer may terminate this Agreement at its sole discretion any time after completion of the initial 12-month term by delivering notice of such termination in writing no less than sixty (60) days before the effective termination date. Customer agrees to pay all SaaS fees accrued prior to termination or until the SaaS Platform is no longer in use as verified by EntryPoint.
- 13.3. Termination for Cause. Either party may terminate this Agreement within 60 days of notice of termination for cause or Default by the other party.
- 13.4. Effect of Termination. Termination does not relieve any party of obligations arising or accruing prior to the date of termination. At the end of the Term and upon termination of this Agreement: (a) Customer shall immediately surrender any rights, licenses, and privileges granted under this Agreement, (b) each party shall promptly pay to the other all undisputed amounts due and owing; and (c) each party shall immediately cease using and return all property in its possession belonging to the other party, including without limitation all copies of the Licensed Program, Documentation, and tangible embodiments of Confidential Information.
- 13.5. Survival. The following terms survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Sections and Subsections 2.4 (Restrictions), 2.5 (Customer Data), 8 (Fees and Expenses), 9 (Payment Terms), 10.3 (Audit Procedure), 11 (Confidentiality), 12.5 (Survival), 13.5 (Disclaimer), 14 (Remedies), 15 (Defense), 16 (Limitation of Liability), and 17 (Miscellaneous); and (c) any other term of this Agreement that must survive to fulfill its essential purpose.
14. **REPRESENTATIONS AND WARRANTIES**
- 14.1. Mutual Representations. Each party represents to the other party that: (a) it is duly organized, validly existing, and in good standing according to the law of its state of formation; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by the parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

- 14.2. SaaS Warranty. EntryPoint warrants that the SaaS Platform, under normal use and subject to Customer's compliance with this Agreement, will perform materially in accordance with the Documentation.
- 14.3. Services Warranty. Professional Services by EntryPoint will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. EntryPoint shall provide repair and maintenance under this Agreement and specifically this Services Warranty at no charge to Customer during any Term of this Agreement.

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- 14.4. **Warranty Remedies.** Customer shall notify EntryPoint of any warranty deficiencies under Subsection 13.2 (SaaS Warranty) and Subsection 13.3 (Services Warranty) within thirty (30) days of the performance, and Customer's exclusive remedy will be to have EntryPoint repair or re-perform the Software or services. The foregoing notwithstanding, Customer acknowledges that the Software or Services may not be uninterrupted or error-free, and Errors will be serviced in accordance with Section 7 (Support).
- 14.5. **DISCLAIMER.** *Except for the express representations and warranties in this section, and to the maximum extent permitted by Applicable Law, EntryPoint disclaims all express, implied, and statutory warranties, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement, compatibility with computer systems, or integration. EntryPoint does not warrant the reliability, timeliness, suitability, or accuracy of the SaaS Platform, the Services, or the results Customer may obtain using the SaaS Platform or any EntryPoint Services. EntryPoint does not warrant uninterrupted or error-free operation of the SaaS Platform or any EntryPoint Services or that EntryPoint will correct all defects or prevent third party disruptions or unauthorized third-party access. EntryPoint disclaims all failures, delays, and other problems inherent in the use of the internet.*
15. **REMEDIES.** In addition to any other rights or remedies available to EntryPoint, if there is a Default by Customer, EntryPoint may (a) require strict performance by Customer with the terms of this Agreement; (b) terminate this Agreement; (c) suspend all or part of the SaaS Platform; (d) demand a return of the Licensed Software; and (e) disable or otherwise remove the Licensed Software from the Data Center. Suspension does not relieve Customer of its payment obligations. EntryPoint may lift the suspension upon Customer's payment or cure of the violation, as applicable. All rights and remedies provided available to EntryPoint are cumulative and not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, or in any other agreement between the parties or otherwise. In the event of Default by EntryPoint, Customer retains all rights and remedies available under applicable law.
16. **DEFENSE.** Customer shall defend EntryPoint and its owners, officers, directors, employees, agents, successors, and assigns against any Claim by a third party alleging the Customer Data violates Applicable Law or infringes the privacy or Intellectual Property Rights of the claimant, and Customer shall pay for finally awarded damages, costs (including attorney fees), and any settlements of the Claim. As a condition to Customer's obligations under this section, the covered Person shall (a) promptly give written notice of the Claim to Customer; (b) give Customer sole control of the defense and settlement of the Claim on the condition that Customer may not settle any Claim unless the covered Person is unconditionally released of all liability; and (c) provide Customer, at Customer's cost, all reasonable assistance.
17. **LIMITATION OF LIABILITY.** *No party will be liable under any contract, tort, negligence, strict liability or other theory (a) for error or interruption of use, inaccuracy or cost of procurement of substitute goods, service or technology, or loss of business, revenue, or data; (b) for any indirect, incidental, reliance, exemplary, punitive, special, or consequential damages; (c) for any matter beyond its reasonable control, even if such party has been advised of the possibility of such loss or damage; and (d) except for Customer's payment obligations, for any amounts that, together with amounts associated with all other claims, exceed the cumulative fees invoiced to Customer under this Agreement in the twelve (12) months preceding the date the claim arose. The parties agree that this section operates in full force and effect notwithstanding any finding that the remedies in this Agreement fail in their essential purpose. The limitations set forth in this section do not apply: (x) to defense obligations under Section 15; (y) to claims arising out of either party's gross negligence or willful misconduct; or (z) to the extent prohibited by Applicable Law.*
18. **MISCELLANEOUS.**
- 18.1. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, representations, or warranties, written and oral, concerning such subject matter.
- 18.2. **Amendment; Waiver.** No amendment of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each party. No waiver by any party of any term of this Agreement is effective unless it is in writing and signed by the party so waiving. Except as otherwise set forth in this

Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement is, or should be construed as, a waiver thereof nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 18.3. Governing Law. This Agreement is governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of California. The Uniform Computer Information Transactions Act does not apply.
- 18.4. Dispute Resolution and Attorney Fees. The parties shall negotiate in good faith to settle any dispute arising out of or related to this Agreement or its interpretation, operation, breach, termination, or cancellation. If the parties cannot settle the dispute, then it may be submitted to the courts. Either party may exercise any legal right and remedy available to it, whether at law or in equity, to enforce any term of this Agreement. In the event either party commences legal action to enforce any term of the Agreement, the prevailing party in such proceeding will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable costs, expenses, and attorney fees.
- 18.5. Jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of California in each case located in the United States District Court of the Eastern District of California El Dorado County Superior Court, and each party irrevocably submits to the exclusive jurisdiction of such courts.
- 18.6. Jury Waiver. ***Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal suit, action, or proceeding arising out of or relating to this Agreement.***
- 18.7. Notices. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communication under this Agreement will have legal effect only if in writing and addressed as follows:

Notice to EntryPoint: EntryPoint Networks, Inc.
 Attn: Legal Notices
 1949 West Printers Row
 Salt Lake City, UT 84119

Notice to Customer: City of Placerville, CA
 Attn: [\[Click to enter name\]](#)
 3101 Center Street
 Placerville, CA 95667
 [\[Click to enter email address\]](#)

Notices sent in accordance with this section will be deemed effectively given when received. Each party may designate another address or contact person from time to time in accordance with this section.

- 18.8. Severability. The terms of this Agreement are severable. If any term of this Agreement is held by a court of competent jurisdiction to be contrary to law, the term will be deemed null and void, and the remaining terms of this Agreement will remain in full force and effect.
- 18.9. Anti-Corruption. Customer acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value (excluding reasonable gifts and entertainment provided in the ordinary course of business) from EntryPoint or any of its employees or agents.
- 18.10. Export Administration. Customer agrees that (a) it shall not export or re-export, directly or indirectly, the SaaS Platform or any part thereof in violation of Applicable Law; and (b) the SaaS Platform is not intended to be used for any purposes prohibited by Applicable Law, including, without limitation, for nuclear, chemical, or biological weapons proliferation. Customer is (x) not, nor is it acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; and (y) not, nor is it acting on behalf of, any person or entity listed on the U.S. Treasury Department's list of Specially

Designated Nationals and Blocked Persons, the U.S. Commerce Department's Table of Denial Orders, or any other list distributed by the U.S. government identifying individuals or entities to which access or use of the SaaS Platform would be prohibited by Applicable Law.

- 18.11. Government Use. Use of the SaaS Platform by or on behalf of the U.S. government, including any contractor or subcontractor, is limited by this section. Any portion of the SaaS Platform that is software and any related documentation including without limitation the Licensed Software and Documentation are each a "commercial item" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. government end users acquire any portion of the Services that is software, and such documentation with only those rights set forth in this Agreement. The contractor or manufacturer is EntryPoint Networks, Inc., 1949 West Printers Row, Salt Lake City, UT, 84119.
- 18.12. Governmental Entities. If the Customer is a governmental entity, the following sections will not apply to the extent Customer is prohibited by Applicable Law from agreeing to such terms: Section 15 (Defense) and Subsection 17.3 (Governing Law).
- 18.13. Feedback. From time-to-time Customer may give feedback, which feedback includes suggestions, ideas, and reports of Errors, to EntryPoint concerning the functionality, performance, reliability, or applicability of all or part of the SaaS Platform. Customer assigns to EntryPoint all right, title, and interest in and to the feedback and further grants EntryPoint a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, employ, transfer, modify, and create derivative works of the feedback.
- 18.14. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a Default of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 18.15. Assignment. EntryPoint may assign, transfer, delegate, and subcontract its rights and obligations at any time to any Person; however, in the event of such assignment, transfer, delegation, and/or subcontract of rights and/or obligations by EntryPoint, Customer may elect to terminate this Agreement. **Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without EntryPoint's prior written consent.** Any purported assignment, delegation, or transfer in violation of this section is void. Subject to the foregoing, this Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
- 18.16. No Third-Party Beneficiary. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and, except as set forth in Section 16 (Defense), nothing in this Agreement, express or implied, is intended to or confers on any other Person any legal or equitable right, benefit, or remedy of any kind whatsoever under or by reason of this Agreement.
- 18.17. Relationship of the Parties. The relationship of the parties is that of independent contractors. Nothing contained in this Agreement is intended to, or may be interpreted as, creating any agency, partnership, joint venture, franchise, alter ego, or other form of joint enterprise, employment, or fiduciary relationship between the parties.
- 18.18. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, and all of which together constitute one and the same agreement. The parties hereby consent to the use of electronic signatures. A signed copy of this Agreement delivered by email, or other means of electronic transmission has the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

Draft

The parties, by and through their respective duly authorized representatives, sign this Agreement as of the Start Date.

EntryPoint:

ENTRYPOINT NETWORKS, INC.

Name:
Title:
Date:

Customer:

CITY OF PLACERVILLE, CA

Name:
Title:
Date:

Draft

SCHEDULE A

Definitions – Master Services Agreement

“Acceptable Use Policy” means the Acceptable Use Policy attached as Schedule B to the Agreement.

“Active User” means a User who has an authentic username and password to access the SaaS Platform.

“Active User Account” is the multiplier used to calculate the monthly SaaS Fee based upon the following three criteria: 1) A single Active User capable of managing a single edge device (VBG) would equal one Active User Account. 2) Active Users capable of managing more than a single edge device would equal the number of edge devices being managed by that Active User. For example, a single Active User managing a total of four edge devices would equal four Active User Accounts. 3) An authenticated edge device that is managed by more than a single Active User, would equal the total number of Active Users managing that device. For example, a single edge device being managed by a total of four Active Users would equal four Active User Accounts.

“Agreement” means this Agreement, all schedules and other documents attached and made a part hereof, and the Pricing Attachment, collectively, as they may be amended or supplemented from time to time.

“Applicable Law” means the legal requirements applicable to this Agreement and the Services provided by EntryPoint to Customer.

“Claim” means legal action, claim, controversy, grievance, or cause of action.

“Components” means individual modules, products, or components that make up the Licensed Software.

“Confidential Information” has the meaning set forth in Section 8 (Confidentiality).

“Customer” has the meaning set forth in the first paragraph of this Agreement.

“Customer Data” means all data, information, files, and other materials that Customer or its Users cause to interact with or transmit using the Services, or upload to the Services, or otherwise transfer, process, use, or store in connection with the Services.

“Data Center” means the computer platform or platforms, systems, and networks on which Customer installs and operates the SaaS Platform, as described by Customer to EntryPoint in the relevant Pricing Attachment.

“Default” means (a) with respect to EntryPoint, a failure by EntryPoint to observe or perform any material obligation of this Agreement which is not cured within thirty (30) days after written notice thereof; and (b) with respect to Customer (i) failure to pay any amount owed to EntryPoint within ten (10) days of being due, (ii) failure to comply with the Acceptable Use Policy, (iii) failure to strictly comply with Subsection 2.4 (Restrictions), (iv) failure to grant or maintain access for EntryPoint in accordance with Subsection 6.6 (EntryPoint Access), (v) violation of the confidentiality duties and obligations set forth in Section 11 (Confidentiality), (vi) filing for bankruptcy, or becoming the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding, and such bankruptcy or proceeding not being terminated within thirty (30) days of its commencement, (vii) insolvency of Customer, or (viii) failure by Customer to observe or perform any other obligation of this Agreement which is not cured within thirty (30) after written notice thereof.

“Discloser” means the party disclosing Confidential Information.

“Documentation” means the standard user manual for the Licensed Software and related documentation provided by EntryPoint, as updated from time to time.

“Edition” means the named configuration of the Licensed Software made available to Customer. An Edition defines what Components, features, limits, and usage restrictions are placed on the Licensed Software. From time to time, new Components or features may be introduced, and those Components or features may be restricted to specific Editions.

“EntryPoint API” means EntryPoint’s application programming interface, also referred to as the FlowOps API or the OpenEdge FlowOps API, which is made available and subject to the EntryPoint API Terms.

“EntryPoint API Terms” means EntryPoint’s API Terms of Service.

“Error” shall mean any reproducible material failure of the Licensed Software to function in accordance with the Documentation.

“Initial Term” means a period beginning on the Start Date and ending on the last day of that number of months specified in the Pricing Attachment.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Licensed Software" means the Edition of EntryPoint's FlowOps Management, FlowOps Authentication and FlowOps VBG Operating System software, in object code format, that Customer has subscribed to on the Pricing Attachment, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

"Maintenance Release" means any patch, fix, release, update, upgrade, or other adaptation or modification of the Licensed Software, in object code format, together with any updated Documentation, that EntryPoint may provide to Customer from time to time containing, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Licensed Software, excluding any New Edition.

"New Edition" means any new Edition of the Licensed Software that EntryPoint may from time to time introduce and make available generally as a distinct licensed product (as may be indicated by EntryPoint's designation of a new version number), and which EntryPoint may make available to Customer at an additional cost under a separate written agreement.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other legal entity.

"Premise" means, as to consumer and residential use of the SaaS Platform, each discrete residence such as a single-family residence or an individual apartment unit within a multi-family complex.

"Pricing Attachment" means a written document, signed by the parties, and made a part of this Agreement, which provides the monthly price for Active User Accounts and other fees and expenses applicable to this Agreement.

"Professional Services" means training, consulting, implementation and configuration advisory, and other services purchased separately by Customer using the applicable attachment.

"Recipient" means the party receiving Confidential Information.

"Renewal Term" means one or more renewal terms following the Initial Term, each consisting of a period of one (1) year and commencing upon expiration of the applicable term.

"Representative" means any employee, officer, director, owner, partner, shareholder, agent, attorney, accountant, or advisor.

"SaaS Platform" means the Licensed Software, Maintenance Releases, Documentation, and Support provided by EntryPoint to Customer's Users during the Term as set forth in this Agreement.

"SaaS Fee" means the monthly fee owed by Customer for each Active User Account.

"Screen" means any screen, user interface, or other visual appearance of a portal produced by the Services and viewed by Customer or its Users.

"Services" means the SaaS Platform, NOC Services, Billing Services, and Professional Services, as applicable.

"Source Code" means the eye-readable embodiment of the programmatic instructions that were converted to the object code form of the Licensed Software.

"Start Date" means the date this Agreement is signed as of the last date set forth in the signature block of the parties.

"Support" means the services provided by EntryPoint to support the Services as set forth Section 4 (Support).

"Support Request" means any request or demand directed to EntryPoint by Customer for guidance, assistance, clarification, or instruction relating to the operation, configuration, maintenance, support, or installation of the Services; or any request or demand directed to EntryPoint by Customer for any modification to the Licensed Program, including but not limited to, removal or addition of features.

"Term" means the Initial Term and each 1-year Renewal Term of this Agreement, as applicable, which may be terminated earlier in accordance with this Agreement.

"User" means any Person who uses the Services, without regard to whether there is access to the Licensed Software, on Customer's behalf or through Customer's account or passwords, whether authorized or not, such as, without limitation, Customer's employees, contractors, service providers, and customers.

SCHEDULE B

Acceptable Use Policy

This Acceptable Use Policy (“Policy”) explains the requirements of your use of the services (the “Service”) made available by us and our licensors and suppliers. You must agree to this Policy before you can use or access the Service.

REQUIREMENTS:

We require that you observe this Policy, as follows:

Compliance – You will use the Service in compliance with the law in all respects.

No Abusive Behavior – You will not harass, threaten, defame, or abuse anyone. You will not contact anyone who has requested that you not contact them. You will not use offensive language or slurs towards anyone.

Respect the Privacy of Others – You will not violate the privacy of anyone, nor will you collect or disclose personal data, including, without limitation, any address, social security number, driver license number, login credentials, biometric information, or other personally-identifiable information without the owner’s written permission. You will not impersonate or steal the identity of anyone.

Respect Intellectual Property – You will not infringe the copyright, trademark, trade secret, or any other intellectual property of anyone. You will not copy, reproduce, publish, or distribute software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.

No Hacking or Attacks – You will not access any computer or communication system, including computers used to provide the Service (the “Systems”), without authorization. You will not probe, scan, or test the Service or Systems for vulnerabilities, nor will you penetrate or disable any security system, without our prior consent. You will not intentionally distribute a computer virus, worm, Trojan horse, or any other harmful program. You will not access or otherwise interfere with the accounts of other users of the Service.

No Network Abuse – You will not circumvent or avoid any limitations placed on the Service. You will not monitor or crawl the System or anyhow impair or disrupt our monitoring of the System. You will not launch a denial-of-service attack, overload, or attempt to interfere in any way with the functioning of the System or Service.

No Spam – You will not send bulk unsolicited emails or any unsolicited pornography, promotions, or marketing messages (“Spam”) or sell or market any product or service advertised by or connected with Spam. You will not facilitate or cooperate in the dissemination of Spam and will not violate the CAN-Spam Act of 2003, as amended, and supplemented.

Respect Our Rights – You will not, directly or indirectly: (a) copy the Service, in whole or part; (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Service; (c) share your credentials or otherwise transfer your right to use the Service to anyone; (d) reverse engineer, disassemble, decompile, decode, or adapt the Service, or otherwise attempt to derive or gain access to the source code of the software used to make the Service available, in whole or part, or attempt to discover the underlying structure, ideas, or algorithms that comprise the Service; (e) use the Service for the purposes of developing, using, or providing a competing software, subscription, or service; or (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, documentation, warranties, disclaimers, intellectual property rights, proprietary rights, or other symbols, legends, notices, marks, or serial numbers on or relating to the Service.

No Fraud – You will not mislead others or make a false or fraudulent statement. You will not commit fraud.

REPORTING VIOLATIONS:

If you are aware of any violation of this Policy, you will promptly notify us of the violation and any details you may have regarding the violation.

MONITORING:

We reserve the right, but assume no obligation, to monitor the Systems and your use of the Service. We may investigate any suspected violation of this Policy.

ENFORCEMENT:

We may modify, delete, remove, quarantine, or disable access to any content that violates this, Policy. In addition to any other rights or remedies available to us, we may suspend or terminate your account or pursue legal action if you violate this, Policy. We may seek payment for investigation costs, out-of-pocket expenses, and legal fees and expenses due to a violation of this Policy. We reserve, and do not waive, our rights.

If we suspect any activity, content, or use of the Service violates the law, we may report that to law enforcement, regulatory or governmental authorities, and others. We may cooperate with law enforcement, regulatory or governmental authorities, and others to assist with investigations and prosecutions by providing network and systems information relating to alleged violations of this Policy.

AMENDMENTS:

We may change this Policy at any time by posting a new version on this page and giving you notice thereof. The new version will be effective on the date of notice. In addition, by using the Service, you agree to the newest version of this Policy.

PROJECT MANAGEMENT AND CONSTRUCTION SERVICES ATTACHMENT

This Pricing Attachment (the "Attachment") is dated [Click for date], and made a part of that certain Master Services Agreement, dated [Click for date], between EntryPoint Networks, Inc. ("EntryPoint") and the City of Placerville, CA ("Customer").

Project Management and Construction Services:

EntryPoint's Project Management and Construction Services are designed to assist Customer with all aspects of network planning, project management, network deployment (construction), community engagement, subscriber onboarding, and/or systems and API integration development. Each project and scope of work related to these services will be outlined in detail on associated Work Orders. Each Project Management Work Order will be associated with this Agreement "Master Services Agreement" as attached Exhibits. (i.e. Exhibit A, Exhibit B, etc.)

Pricing:

Identified and detailed on a project-by-project basis as outlined in Project Management and Construction Service Work Orders associated with this Agreement.

Customer Invoicing Contact Information:

City of Placerville, CA

Attn: [Click to enter name]

[Click to enter street address]

[Click to enter city, state, zip]

[Click to enter email address]

The parties, by and through their respective duly authorized representatives, sign this Attachment as of the date first set forth above.

EntryPoint:

ENTRYPOINT NETWORKS, INC.

Name:

Title:

Date:

Customer:

CITY OF PLACERVILLE, CA

Name:

Title:

Date:

SAAS LICENSING ATTACHMENT

This Pricing Attachment (the "Attachment") is dated [Click for date], and made a part of that certain Master Services Agreement, dated [Click for date], between EntryPoint Networks, Inc. ("EntryPoint") and the City of Placerville, CA ("Customer").

SaaS Platform Components:

- (1) FlowOps Network Management is a software orchestration platform that manages communication and events between various network components. One of its primary responsibilities is to determine what network flows are assigned to network edge devices (VBG) and ensure the correct flows are applied to realize dynamic network services. These actions are composed of interactions with databases, SDN controllers, physical network devices, and virtual infrastructure.
- (2) FlowOps Authentication provides the architectural abstraction used to enforce security by requiring authentication and authorization for any device before that device is allowed to communicate freely on the network.
- (3) FlowOps VBG Operating System is the core software component that enables VBG functionality and operations.
- (4) Virtual Broadband Gateway (VBG) Operating System.

Pricing:

\$2.50 per month per Active User Account

Customer Invoicing Contact Information:

City of Placerville, CA
Attn: [Click to enter name]
[Click to enter street address]
[Click to enter city, state, zip]
[Click to enter email address]

The parties, by and through their respective duly authorized representatives, sign this Attachment as of the date first set forth above.

EntryPoint:

ENTRYPOINT NETWORKS, INC.

Name:
Title:
Date:

Customer:

CITY OF PLACERVILLE, CA

Name:
Title:
Date:

NOC SERVICES ATTACHMENT

This Pricing Attachment (the "Attachment") is dated [Click for date], and made a part of that certain Master Services Agreement, dated [Click for date], between EntryPoint Networks, Inc. ("EntryPoint") and the City of Placerville, CA ("Customer").

Network Operations Center Services:

EntryPoint's NOC Services includes the following: monitoring network devices, responding to alerts and incidents, troubleshooting network issues, performing routine maintenance, and updating network configurations to ensure that the Customer's network is functioning optimally.

Pricing:

\$2.50 per month per Active User Account

Customer Invoicing Contact Information:

City of Placerville, CA

Attn: [Click to enter name]

[Click to enter street address]

[Click to enter city, state, zip]

[Click to enter email address]

The parties, by and through their respective duly authorized representatives, sign this Attachment as of the date first set forth above.

EntryPoint:

ENTRYPPOINT NETWORKS, INC.

Name:

Title:

Date:

Customer:

CITY OF PLACERVILLE, CA

Name:

Title:

Date:

BILLING SERVICES ATTACHMENT

This Pricing Attachment (the "Attachment") is dated [Click for date], and made a part of that certain Master Services Agreement, dated [Click for date], between EntryPoint Networks, Inc. ("EntryPoint") and the City of Placerville, CA ("Customer").

Billing Services:

EntryPoint's Billing Services involves the managing and processing of financial transactions between the Customer or Network Operator and network subscribers and/or service providers. Billing services include the creation and distribution of invoices, the processing of payments, the management of customer accounts, and the tracking of network revenues.

Pricing:

TBD

Customer Invoicing Contact Information:

City of Placerville, CA

Attn: [Click to enter name]

[Click to enter street address]

[Click to enter city, state, zip]

[Click to enter email address]

The parties, by and through their respective duly authorized representatives, sign this Attachment as of the date first set forth above.

EntryPoint:

ENTRYPPOINT NETWORKS, INC.

Name:

Title:

Date:

Customer:

CITY OF PLACERVILLE, CA

Name:

Title:

Date:

PROFESSIONAL SERVICES ATTACHMENT

This Pricing Attachment (the "Attachment") is dated [Click for date], and made a part of that certain Master Services Agreement, dated [Click for date], between EntryPoint Networks, Inc. ("EntryPoint") and the City of Placerville, CA ("Customer").

Professional Services:

EntryPoint's Professional Services are designed to assist Customer with all aspects of network planning, network deployment, community engagement, subscriber onboarding, and/or systems and API integration development.

Pricing:

\$250.00 per hour

Customer Invoicing Contact Information:

City of Placerville, CA

Attn: [Click to enter name]

[Click to enter street address]

[Click to enter city, state, zip]

[Click to enter email address]

The parties, by and through their respective duly authorized representatives, sign this Attachment as of the date first set forth above.

EntryPoint:

ENTRYPPOINT NETWORKS, INC.

Name:

Title:

Date:

Customer:

CITY OF PLACERVILLE, CA

Name:

Title:

Date: