



**Request for Service**

**Business Account Information** (must match CSR billing name, if converting from other carrier):

Name: County of Hidalgo		Customer BTN: 956 383 0373
Service Address: 701 El Cibolo Rd		
City: <b>Edinburg</b>	State: <b>TX</b>	Zip: <b>78541</b>
<b>Contact Name:</b>	<b>Contact Number:</b>	

**Consent to Access Customer Service Records:**

By signing below, you authorize **Smartcom Telephone** to obtain your local, long distance, and Internet customer service records from your current telecommunications services provider and access any related records including line inventory, call features, USOCs, 2733 records, and service order reports so that Smartcom Telephone may analyze your current service arrangements to develop a package of services for your consideration. You also certify that you have read and understand this authorization and that you are at least 18 years of age with authority to make decisions concerning your current telecommunications services. This consent does not authorize **Smartcom Telephone** to make changes to your service; no change will occur unless or until you sign the Letter of Agency to change service providers to **Smartcom Telephone**. You agree that a fax signature hereto will have the same force and effect as an original. This authorization shall remain in effect until modified or revoked in writing by you.

Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_

**Customer Proprietary Network Information (CPNI) Selection**

Federal and state law gives you the right and Smartcom Telephone has the duty to protect the confidentiality of your Customer Proprietary Network Information (CPNI). CPNI includes, for example, how many Smartcom Telephone services you have, which services and features you use and when you use them, and related billing information. With the use of your CPNI, Smartcom Telephone can determine what services may meet your particular needs. To do this, we need your permission to use this information. By initialing "DO AGREE" below, you consent Smartcom Telephone's limited use of your CPNI to create services that may benefit you in the future and provide you with information regarding other Smartcom Telephone services. You may deny or revoke access to CPNI at any time. Approval or denial is valid until you notify us otherwise. Smartcom Telephone will not disclose CPNI to third parties without your consent. By initialing "DO NOT AGREE" below, Smartcom Telephone will not access your CPNI as provided above. A denial of your approval or a restriction on the use of your CPNI will not affect the provision of any service to which you subscribe now or in the future.

Initial here X \_\_\_\_\_ if you DO AGREE to allow Smartcom Telephone to use your CPNI as specified above.

Initial here X \_\_\_\_\_ if you DO NOT AGREE to allow Smartcom Telephone to use your CPNI as specified above.

**Terms and Conditions**

I acknowledge that Smartcom Telephone and its affiliates will provide the specified services and any equipment purchased from Smartcom Telephone (regardless of installation location for such equipment) as provided in Smartcom Telephone's tariffs on file with the Public Utility Commission of Texas and the Federal Communications Commission, including, but not limited to, any limitations of liability specified therein. I acknowledge that Internet Services and all services not provided pursuant to a filed tariff are provided in accordance with the rates, terms and conditions shown in supporting documents given to customer at the point of sale, including but not limited to, any limitations of liability specified therein. I understand that Smartcom Telephone will use reasonable efforts: (1) to provide service by the date requested, (2) to prevent service interruptions, and (3) to restore service when service interruptions occur.

X			
Signature of Individual Signing on Behalf of Customer (an individual or sole proprietor must sign on his/her own behalf)		Accepted by Smartcom Telephone, LLC Account Executive	
Printed Name/Title		Date	Date



Request for Service

Business Account Information (must match CSR billing name, if converting from other carrier):

Name: County of Hidalgo Customer BTN: 956 383 0373
Service Address: 701 El Cibolo Rd
City: Edinburg State: TX Zip: 78541
Contact Name: Michael Garza, IT Manager Contact Number: (956) 383-8114 Ext.6031

Consent to Access Customer Service Records:

By signing below, you authorize Smartcom Telephone to obtain your local, long distance, and Internet customer service records from your current telecommunications services provider and access any related records including line inventory, call features, USOCs, 2733 records, and service order reports so that Smartcom Telephone may analyze your current service arrangements to develop a package of services for your consideration.

Sign Here: [Redacted] Date: [Redacted]

Customer Proprietary Network Information (CPNI) Selection

Federal and state law gives you the right and Smartcom Telephone has the duty to protect the confidentiality of your Customer Proprietary Network Information (CPNI). CPNI includes, for example, how many Smartcom Telephone services you have, which services and features you use and when you use them, and related billing information.

Initial here X [ ] if you DO AGREE to allow Smartcom Telephone to use your CPNI as specified above.

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Signature of Individual Signing on Behalf of Customer (an individual or sole proprietor must sign on his/her own behalf)
Accepted by Smartcom Telephone, LLC Account Executive
Printed Name/Title Date Printed Name/Title Date
Alan Yoder Member 2-14-17

# SmartCom

T e l e p h o n e

Thanks for choosing Smartcom for your telecommunications services! We will work hard to keep you happy with your service. As an added incentive for to stay with Smartcom, we provide term plans that will reduce your monthly fees or eliminate your one-time installation fee. Please select the Term and Service that work best for you:

Term	Service	Monthly Charge (Recurring)	Installation (Non Recurring)
60 Months	PRI	\$379.99 each	\$0.00
60 Months	POTS	\$26.84 each	\$0.00

NOTE: Any legacy telephone numbers (single numbers) converted to Smartcom through the Number Portability process will accrue a monthly service charge of \$1.00 per number, per month. Existing consecutive DID ranges will not be assessed this monthly charge. Direct Inward Dial numbers assigned by Smartcom will not be subject to any additional monthly charges.

- Early termination fees apply if you discontinue Smartcom service before your term expires.
- Except for PBX Connect and PRI Connect, Smartcom owns and fully maintains the CPE device it provides at your location. If you terminate your Service, Smartcom will schedule a time to pick up the device. By signing below, you acknowledge that any device provided by Smartcom for your use shall remain the property of Smartcom. Failure to return a Smartcom-provided device after disconnection will result in a charge to your Final billing. Also, make sure you have any third party equipment vendor present at the time of installation. Failure to do so will constitute a waiver and release of Smartcom in the event of damage to your equipment.
- If you change your mind and want to cancel your order, you must contact Smartcom within seven (7) days of the Signature Date and request such cancellation. If you cancel after that date, you will owe us early termination fees and installation charges.
- For SmartConnect Service, if it is determined during installation that the bandwidth required to provision the service you requested when you signed this Agreement cannot be provided, you will have the option of choosing a lower bandwidth SmartConnect Service. If you do not want a lower bandwidth you may terminate this Agreement without penalty, Once Service is installed, termination is subject to the provisions of this Agreement.
- Facilities Services are provided subject to the terms specified on the next page of this Agreement, which are in addition to the tariffs on file with the Public Utility Commission of Texas and/or the Federal Communications Commission. For SmartConnect, PBX Connect, and PRI Connect, the terms and conditions provided in our tariffs on file with the state public utility commissions also apply. The Terms of Service on the next page of this Agreement, as well as those posted on our website and in our tariffs, as applicable, are an integral part of Smartcom's contract with you.
- Smartcom will not increase your monthly recurring charges during the term of this Agreement for the service selected above, provided your service configuration does not change and our underlying carrier does not increase its rates.
- I certify that I am at least 18 years of age and am duly authorized to execute this Agreement on behalf of Customer for the services specified herein. I agree that a copy of this Agreement will have the same force and effect as an original.

<b>Customer</b>	<b>Smartcom Telephone, LLC</b>
Signature of Authorized Customer Representative	Signature of Authorized Smartcom Representative
Printed Name of Authorized Customer Representative	Date Accepted by Smartcom



## Letter of Agency

(Information required to Change your Telecommunications Service Provider to Smartcom Telephone)

Customer Name: County of Hidalgo
Billing Address: 711 E El Cibolo Rd, Edinburg, TX 78541
Initial here <input checked="" type="checkbox"/> to change my Local Telephone Service to <b>Smartcom Telephone</b> in place of : AT&T
Initial here <input checked="" type="checkbox"/> to change my Local Toll Service to <b>Smartcom Telephone</b> in place of: AT&T
Initial here <input checked="" type="checkbox"/> to change my Long Distance Service to <b>Smartcom Telephone</b> in place of: AT&T

I understand that only one company may be designated as my preferred carrier for each type of service selected for each telephone number. By signing below and initialing my selection above, I authorize Smartcom Telephone, LLC (hereinafter referred to as "Smartcom") to provide the selected services to the specified telephone number(s) below. If I later wish to return to my current telephone company, I understand that they may require me to pay a reconnection or installation charge. No such charge is required to switch to Smartcom. By signing below, I agree to the following:

1. I revoke any appointments of authority that I have given to any other service provider for the services I request. I understand that Smartcom may have different calling areas, rates and charges than my current telecommunications company, and am willing to be billed accordingly.
2. I acknowledge that Smartcom and its affiliates will provide the specified services and any equipment purchased from Smartcom (regardless of installation location for such equipment) as provided in Smartcom tariff(s) on file with the Public Utility Commission of Texas and/or the Federal Communications Commission, including, but not limited to, any limitations of liability specified therein. I understand that Smartcom will use reasonable efforts: (1) to provide service by the date requested, (2) to prevent service interruptions, and (3) to restore service when service interruptions occur.
3. I certify that I am at least 18 years of age and legally authorized to change telephone companies for the telephone numbers specified, if selecting voice services, and legally authorized to change Internet providers, if selecting Internet services. I agree that a fax copy of this Letter of Agency will have the same force and effect as an original.
4. I understand that the rates, terms and conditions of service may be revised by Smartcom from time to time effective as provided in the applicable tariff or if no tariff applies, then following applicable notice posted on the Smartcom website, in a monthly invoice, or in a mailed notice. I acknowledge that I have read and understand this Letter of Agency and have had an opportunity to review, and hereby agree to, all rates, terms, and conditions referenced above, which are incorporated herein for all purposes.

All Numbers to be Converted Must Be Listed Here:

DID 956-292-2900 through 2999; 956-393-6000 through 6199; 956-292-7100 through 7199
DID 956-381-7900 through 7999
POTS 956-383-0373, 956-380-3080, 956-383-0374, 956-383-7485

Initial here \_\_\_\_\_ ONLY if attaching a list of numbers to be converted in addition to those specified above.

I authorize Smartcom to become my new provider for the above selected services. I authorize Smartcom to act as my agent to make this change, and direct my existing provider(s) listed above to work with Smartcom to make the requested changes to the numbers above.

X \_\_\_\_\_  
 Signature of Individual Signing on Behalf of Customer  
(an individual or sole proprietor must sign on his/her own behalf)

\_\_\_\_\_  
 Printed Name/Title

\_\_\_\_\_  
 Date



## FACILITIES PRODUCT AGREEMENT TERMS AND CONDITIONS

**1. Facility Services:** Smartcom Telephone, LLC, on behalf of its affiliates and subsidiaries ("Smartcom") will provide Facilities Services selected by you on the front of this Facilities Product Agreement ("the Agreement"), subject to availability and subject to conditions generally beyond the control of Smartcom, including, but not limited to, the types and condition of your equipment and facilities, failures caused by connectivity or equipment at your premises, fire, flood, war, strikes, cable cuts, acts of terrorism, explosions, loss or power, local access restrictions, acts of third parties, third party services or products, or acts of God, all commonly referred to as Force Majeure events. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. Smartcom will use commercially reasonable efforts to notify you of any scheduled maintenance, but may need to interrupt Services without notice or compensation to you. Smartcom operates and maintains Services up to the demarcation point at your premises only. In addition, any permitted end user must use the Services in accordance with the terms of this Agreement. Services are provided by Smartcom subject to the terms and conditions of this Agreement, the Request for Service, an applicable Letter of Agency, Smartcom's website, and the tariff(s) on file with the state commissions. You agree to pay Smartcom non-recurring charges as specified on the front page of this Agreement and Smartcom's standard published monthly recurring charges.

**2. Twelve Month Term Commitment.** If your service is terminated for breach of this Agreement, or if you terminate a Service prior to the end of the twelfth month from the date you sign the front of this page (the "Signature Date"), you agree to pay an early termination fee of fifty percent (50%) of the remaining months' monthly recurring charges in the term.

**3. Thirty-Six Month Term Commitment.** If your service is terminated for breach of this Agreement, or if you terminate a Service prior to the end of the twenty-fourth or thirty-six month from the Signature Date, you agree to pay an early termination fee of fifty percent (50%) of the remaining months' monthly recurring charges in the term.

**4. Term. Services will be provided for the term specified in the RFS. At the end of the contract term, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the contract term either party notifies the other, in writing, of their intent to terminate the agreement. This agreement may be terminated without cause at any time with thirty (30) day's written notice to the other party or by mutual written agreement.**

**5. Right to Cancel.** You may cancel the Facilities Services from any Request for Service for any reason within seven (7) days from the Signature Date, without incurring termination fees or applicable installation charges. If you cancel after seven (7) days, you will be liable for early termination fees and for installation fees.

**6. Customer Premise Equipment.** All Customer Premise Equipment ("CPE") installed by Smartcom to provide Services to you shall remain the sole property of Smartcom unless separately purchased by you in a separate written "Bill of Sale" agreement. You agree to return all such CPE to Smartcom within ten (10) days of termination of Service for any reason. Equipment returned after ten (10) days will not be credited toward your account and you'll be responsible for full replacement costs. You agree to be responsible for ensuring that no liens attach to Smartcom equipment, and must immediately cause any such liens to be removed at your expense upon request. In addition, you'll be responsible for the proper installation, operation and maintenance of any Customer-Provided CPE used in connection with the Services. It's your responsibility to ensure that any Customer-Provided CPE is technically and operationally compatible with the Services and in compliance with applicable laws and regulations. All Customer-Provided CPE you use that will be connected with Smartcom's network or Services must be pre-approved by Smartcom. You may only use Smartcom-approved routers. No workstation configuration will be completed by Smartcom if you do provide your own router, and you will then be responsible for router connection and configuration. You shall require any third party equipment vendor to be present at the time of installation to coordinate installation. Your failure to have any third party equipment vendor present during Service installation will constitute a waiver and release of Smartcom by you in the event of any damage or of loss to your equipment or other property. SmartConnect services are provided using Smartcom-provided CPE (Integrated Access Devices or IADs). Smartcom does not provide battery backup/uninterrupted power supply (UPS) on IADs for SmartConnect service. Therefore, in the event of a power outage at your premises, you will not have telephone or Internet service until your power is returned.

**7. Non-Recurring Charges.** Non-Recurring Charges represent: (a) fees for device maintenance for as long as you utilize Smartcom Facilities Services and/or (b) the service fees for changing and installing Services. Smartcom owns and maintains Smartcom-provided devices.

**8. Additional Service Restrictions.** PBX Connect and PRI Connect Services may be used only for interconnection to Private Branch Exchange (PBX) systems. Interconnection with modem pooling devices, remote access servers, automated dialing equipment, automated call distribution systems, routers or similar systems is prohibited unless specifically approved in writing by Smartcom. PRI/PBX Connect services may not be used by Internet Service Providers, or as a component of a telecommunications service sold to or otherwise made available to third parties. Calls terminating to PRI/PBX Connect services cannot be subsequently routed or otherwise forwarded to destinations other than Customer premises. The maximum number of Direct Inward Dialing (DID) numbers allowed per PRI Connect or PBX Connect circuits are generally limited to two hundred (200) unless other arrangements are made with Smartcom.

**9. PBX Connect/PRI Connect/SmartConnect T1 Installation Complete.** Prior to installation of Service, Smartcom will deliver a T1 (DS1) or DSL circuit to your premise (hereinafter referred to as the "Circuit Delivery Date"). In the event that installation of Service is postponed, but postponed less than twenty-one (21) days from the Circuit Delivery Date due to Customer delays, billing will commence on the date Service is installed. If installation of Service is postponed more than twenty-one (21) days from the Circuit Delivery Date due to Customer delays, billing will commence on the twenty-first (21<sup>st</sup>) day from Circuit Delivery Date. In the event that installation and turn-up of Service is postponed for any time period due to Smartcom delays, billing will commence on the date Service is installed.

**10. Incorporated Terms of Service.** This Agreement provides terms and conditions in addition to those terms and conditions provided in the Request for Service, Letter of Agency, and the tariffs on file with the Public Utility Commission of Texas and/or the Federal Communications Commission. This Agreement is an addendum to the Tariffs, Request for Service and the Letter of Agency, and is intended by the parties to be construed as one integrated agreement and shall be a binding contract between us. In the event of conflict between these documents, this Agreement shall control, followed by the filed tariff(s), the Request for Service, and the Letter of Agency. THE TERMS OF SERVICE FOR FACILITIES SERVICES AND FILED TARIFFS INCLUDE WARRANTY DISCLAIMERS AND LIMITATIONS ON SMARTCOM'S LIABILITY, AMONG OTHER TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO REVIEW THE TERMS AND CONDITIONS REFERENCED HEREIN AND AGREES TO SUCH TERMS AND CONDITIONS.

## Letter of Agency to Smartcom Telephone, LLC, (SCT)

**Notice: All telephone services from Smartcom Telephone are subject to availability of SBC Texas facilities and SBC Texas personnel for installation and service.**

This is a written authorization, until further written notice from the undersigned, to convert to or install new telephone service with SCT. Unless otherwise specified by customer, the presubscribed long distance carrier will be Smartcom Telephone, LLC using PPIC Code 1122 for all of the telephone numbers shown herein.

**There will usually be no installation charge for converting existing telephone lines to SCT, which will normally be converted in 3-7 business days. A one-time installation charge for any new lines will apply. Installation of new lines is to the customer's demarcation point (network interface) only. SCT will not provide the connection to, or the installation of, any telephone jacks on Customer's premises. All inside wiring must be arranged for by customer through the qualified technician of their choice. Charges for all jack installations and repairs related to inside wiring will be at the customer's expense.**

**All telephone service will become subject to disconnection for non-payment at 5 PM on the due date specified on the invoice.**

Single telephone lines are on a month-to-month term. Higher capacity circuits (such as DSL Loops and DS1/T1 or higher circuits) are subject to a minimum of a one-year term.

Customer agrees to make all future carrier changes and/or cancellations of telephone services with SCT in writing. A \$7.95 charge will apply to each service order issued to change the customer's service.

Payments mailed to SCT must be by Check or Money Order only. On-line payments can be made using major credit or debit cards. Customer agrees to pay a service restore charge of \$25.00 per line or trunk, and deposit (if required), to restore service anytime the service is restricted or disconnected by SCT. Service restoration after disconnection may take up to 4 business hours after payment is received.

Customer agrees to be liable for all long distance calls, as well as SCT Calling Card calls, whether the calls were made with or without Customer's permission or knowledge, and whether or not the caller's identity is known by the Customer.

**Customer certifies that no promises, rates, services, or conditions have been represented by any SCT representative, other than those specifically listed on this agreement. This agreement replaces all other agreements previously signed for the above telephone number(s).**

**This special offer will expire if not signed and returned to SCT within ten (10) days of the date that this offer was made. This application is subject to credit approval. The first and last month's rate, plus the installation rate, plus an advance payment for long distance service may be required in advance for all new service orders, to establish credit.**

Customer agrees to pay late charges, plus Court Costs and Attorney fees if collection efforts are required, prior to restoration of service.

Authority for this service is granted by the Texas PUC to Smartcom Telephone, LLC. Service Provider Certificate of Authority #60229.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
For Smartcom Telephone, LLC

\_\_\_\_\_  
Date Signed