

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom' standard Master Service Agreement (MSA) as if same were executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: ON COMPLETION OF INSTALLATION

Signature

For Customer / Buyer

Printed Name

Date

Signature

For SmartCom Telephone, LLC

Printed Name

Date