

**I. Sheriff's Office:**

1. **AI-81885** Approval of the first of two extensions for C-16-333-11-15 - SmartCom for Telecommunication and Internet Services for Hidalgo County Sheriff's Department.

2. **AI-81891** Approval of the first of two extensions for C-17-262-01-23 - SmartCom for Data Telecommunication Services for Hidalgo County Sheriff's Department.

3. **AI-81923** Approval to exercise the sixty (60) day grace period extension for Hidalgo County Sheriff's Office "Purchase of Weapons" with Colorado Sunrise Holdings LLC, DBA TK Tactical Firearms, under the same rates, terms and conditions.

4. **AI-81925** Requesting approval of payment for the following invoice as submitted by B2Z Engineering for engineering services for the HCSO Memorial Wall through the current Agreement Contract# C-19-251-07-16 Work Authorization #3 (P.O. # 825083).

Invoice	Amount
40134	881.99

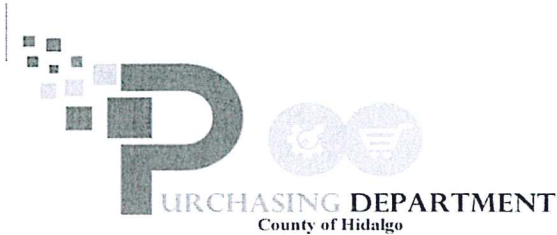
5. **AI-81926** Acceptance and approval of invoice as submitted by B2Z Engineering for professional engineering services under WA #1 Contract# C-20-681-12-29 for "Wall Partition in Adult Detention Facility Releasing Area", through the current Agreement. (PO#829205).

Invoice	Amount
40135	\$2,788.77

6. **AI-81939** Requesting authority to exercise the one (1) year extension under the same rates, terms and conditions with Dr. Sobia Nasir M.D., as permitted in the current contract C-18-213-08-21.

**J. WIC:**

1. **AI-81888** Requesting authority to exercise the first (1) year extension under the same rates, terms and conditions with GBB Rentals, LTD, as permitted in the current contract C-20-339-11-24 "Lease of Office Space for WIC - Alamo"



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

July 30, 2021

SmartCom  
600 Ash Avenue  
McAllen, Texas 78501  
Attn: Howard Hawbaker

**Delivered via email:** [hhawbaker@sctel.co](mailto:hhawbaker@sctel.co)  
**Term:** November 15, 2021 – November 14, 2022

**Re: Project No. 21-136-HGO – Telecommunication and Internet Services – Sheriff's Department  
Extension 1 of 2 for Contract C-16-333-11-15 through C-16-333-11-15-E**


Dear Mr. Hawbaker:

This letter is to notify you that Hidalgo County has chosen the option to exercise the first of two **One (1) Year Extensions** under the same rates, terms, and conditions with **SmartCom** for the above-referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to [heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us) no later than **3 pm on Wednesday, August 4, 2021**:

1. Form 1295 – filed with the Texas Ethics Commission and the Unsworn Declaration filled out
  - a. In box 3, please reference **21-136-HGO**.
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court approval on August 10, 2021. Failure to submit all items requested promptly may result in delay of award.

 HOWARD L. HAWBAKER

07/30/2021

Authorized Representative Name

Signature

Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Purchasing Department (956) 318-2626, extension 4877.

Sincerely,

Heidi Garcia Ortiz

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent  
P.P. Heidi Garcia Ortiz  
Contract Specialist III



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Shepard Insurance Agency 5801 N 10th St Ste 600 Mcallen TX 78504	<b>CONTACT NAME:</b> Yolanda Alonso <b>PHONE (A/C. No. Ext):</b> 956-686-3888 <b>E-MAIL ADDRESS:</b> yolandaa@shepins.com		<b>FAX (A/C. No):</b> 956-682-5650
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Smartcom Telephone, LLC PO Drawer 3097 Mcallen TX 78502	<b>INSURER A :</b> Hartford Lloyds Ins. Co.		<b>NAIC #</b> 38253
	<b>INSURER B :</b> Texas Mutual Insurance Company		22945
	<b>INSURER C :</b> State Auto Property & Casualty		25127
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1502447807

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			65SBMTA1910	2/24/2021	2/24/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10017320CA	2/24/2021	2/24/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			65SBMTA1910	2/24/2021	2/24/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001219512	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Technology E&O			65SBMTA1910	2/24/2021	2/24/2022	Each Glitch Limit Aggregate Limit Each Glitch Retention	1,000,000 1,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

The County of Hidalgo  
 Attn: Purchasing Department  
 2812 S Business Hwy 281  
 Edinburg TX 78539  
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2021-784974

**Date Filed:**  
07/30/2021

**Date Acknowledged:**  
07/30/2021

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Smartcom Telephone, LLC  
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
County of Hidalgo

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
21-136-HGO  
Telecommunication Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Alan	McAllen, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Smartcom Telephone, LLC  
McAllen, TX United States

Certificate Number:  
2021-784974

Date Filed:  
07/30/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
County of Hidalgo

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
21-136-HGO  
Telecommunication Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Alan	McAllen, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is HOWARD L. HAWBAKER, and my date of birth is 01/28/1963.

My address is 600 Ash Ave, McAllen, TX, 78501, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HIDALGO County, State of TEXAS, on the 20 day of July, 2021.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)





**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: Ramon Garcia 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 nk 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 <u>Ramon Garcia</u>		<u>Alan Yoder</u>	
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	
<u>Ramon Garcia, County Judge</u>	<u>2/21/17</u>	<u>Alan Yoder Member</u>	<u>2-14-17</u>
Printed Name/Title	Date	Printed Name/ Title	Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: 2/21/17 one



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 <i>Ramon Garcia</i>	Signature of Authorized Smartcom Representative <i>Alma York</i>
Printed Name of Authorized Customer Representative Ramon Garcia	Date Accepted by Smartcom 2-14-17

APPROVED BY  
COMMISSIONERS' COURT  
ON: 2/21/17 *[Signature]*





## 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 though 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