



COPY

583 Warren Ave  
Portland, Maine 04038  
TEL: 1-866-492-6878  
FAX: 1-866-329-3100  
Service Agreement Form

**SWITCHED RATES PER MINUTE\***

Texas-6 sec increment:  
\$0.027/min Interstate  
\$0.047/min Intrastate/ Intralata

**INVOICE INFORMATION**

Contact Telephone Number: \_\_936-327-6811  
Contact E-Mail: \_\_ptyson@co.polk.tx.us  
Customer Name: \_\_Polk County  
Physical Address: \_\_101 W. Church Street  
City: \_\_Livingston State: \_\_TX Zip: \_\_77351  
Contact Person: \_\_Peggy Tyson  
Mailing Address: \_\_602 E. Church Street #108  
City: \_\_Livingston State: \_\_TX Zip: \_\_77351  
Federal Tax ID No.: \_\_74-6001621

\*All other rates for services as per tariff or current price list\*

**PHONE NUMBER(S)**

- 1. \_\_SEE ATTACHED
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

**800 INBOUND SERVICE(If Requested)**

8XX: \_\_\_\_\_ Ringing To: \_\_\_\_\_  
New or Current?  
8XX: \_\_\_\_\_ Ringing To: \_\_\_\_\_  
New or Current? Current  
Install Fee: None  
Monthly Fee, per 8XX: \$0.99  
Interstate AND Intrastate calling? Yes

**SPECIAL REMARKS**

Reimburse Switch Fee  
No PICC/Centrex Fees

**PAYMENT / BILLING METHOD(If Not Paying By Check)**

\_\_\_\_ Visa \_\_\_\_ MC \_\_\_\_ AMEX \_\_\_\_ Discover  
Credit Card No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Verif. Code / No.: \_\_\_\_\_  
Name as it appears on card: \_\_\_\_\_  
Authorized Signature: X \_\_\_\_\_

**Billing Delivery Method Each Month**

Online Billing: \_\_\_\_\_ (No Fee)  
Paper Billing: \_\_xx\_\_ (No Fee)

**TERM:** The term of this Agreement shall be at the customer's discretion. Customer may terminate this agreement at any time by notifying the company in writing thirty (30) days in advance.

**AUTHORIZATION:** By signing below, I authorize Pioneer Telephone to provide both interstate and Intrastate/Intralata long distance service(s) on the phone line(s) listed above and to act as my agent in all matters related to such services. I authorize Pioneer to check the credit of the person or organization listed above and to charge the credit/debit card listed above for services rendered. I have read and agree to Pioneer Telephone's terms and conditions listed on the back of this Agreement.

\_\_\_\_\_  
Authorized Signature

03-27-08  
\_\_\_\_\_  
Date

John P. Thompson  
\_\_\_\_\_  
Print Name

County Judge  
\_\_\_\_\_  
Title



**Letter of Agency**

As the end user subscriber, I designate Pioneer Telephone to act as my agent in changing the Responsible Organization of each of the toll free number(s) specified on this form. I release any third party from liability for acting in accordance with these instructions.

Toll Free Number(s)	Ring To Number(s)
888-730-3729	
866-792-4617	

\*\*\*\*\*A recent copy of the bill must accompany this request from the current toll free provider. **The pages that we will need are the portions that have the NAME and BILLING ADDRESS on it and the TOLL FREE NUMBER.**

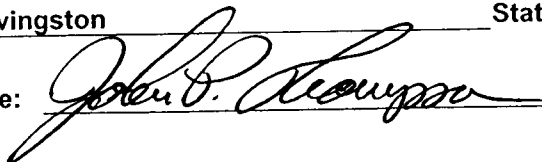
**Understood and Agreed:**

Customer Name: Polk County

Contact Name (please print): Peggy Tyson

Address: 602 E. Church Street #108

City: Livingston State: TX Zip: 77351

Signature:  Date: 3/27/2008

Please Check Where this Toll Free Number can be accessed:  
 U.S. 48 States:     ADD: Alaska & Hawaii:     Canada:

Please fax back to 1-866-329-3100, or mail to 583 Warren Ave, Portland, Maine 04103

**SERVICE LEVEL AGREEMENT**

This Service Level Agreement (SLA) is between Telecom Management, Inc. d/b/a Pioneer Telephone (Pioneer) and the users of its long distance services (Customer). This document will define the service expectations and will supplement Pioneer's Terms and Conditions.

Pioneer Telephone is committed to providing reliable long distance service through its underlying carrier network. With the exception of unplanned outages, telephone services are expected to be available for use 24 hours per day, 7 days per week, 365 days per year at an availability rate of 99.95%. As soon as Pioneer Telephone becomes aware of a problem - either through automated monitoring or by user contact - problem resolution will commence and continue until the service is restored. Since Pioneer Telephone's long distance services depend on the availability of its underlying carrier networks, which are operated by other companies and not under Pioneer Telephone's control, services are provided "as is" and "as available." Busy signals are not expected, but may occur due to unforeseen circumstances. Pioneer Telephone services may be interrupted for several reasons, including, but not limited to, malfunctions, maintenance, and improvement of its hardware or that of its underlying carrier networks. Advance notification of any such interruption of service may not be provided. Customer acknowledges that Pioneer Telephone shall not be liable for any consequential, indirect, special, incidental or other damages whatsoever arising from any failures, interruptions, delays, errors or deficiencies of services, facilities or equipment provided by Pioneer Telephone, suppliers, vendors, affiliates, partners and subsidiaries in connection with long distance services. Since damages would be difficult to determine if your service is disrupted or otherwise negatively affected, Customer agrees to accept as liquidated damages, ten dollars (\$10) for each month in which service is disrupted or otherwise negatively affected.

It is the Customer's responsibility to identify and request all valid claims and corresponding credits. To be eligible for a service credit, Customer must first report outage, delay or delivery events to Pioneer Telephone's Customer Service Department and a trouble ticket must be opened. Pioneer Telephone will notify Customer of its resolution of the reported outage. After resolution, Pioneer Telephone will apply any service credits to the Customer's next monthly invoice.

**Terms & Conditions**

**Provisions and Billing of Service:** Service is provided and billed on a monthly basis, for a minimum period of one month. The start of service date is the date on which the customer accepts Pioneer Telephone service. Usage charges for services are billed in arrears and fixed monthly recurring and non-recurring charges are billed in advance. All applicable local, state and federal taxes and surcharges will be applied to bills. Pioneer's rates are charged to its Customers at a 50% discount as long as a Customer pays on time, within the due date. However, if the account is placed into collection status, the 50% discount is null and void and any outstanding charges will be recalculated and charged during the collection process at the full, non-discounted rate. For example, if the quoted price of a Customer's rate plan is 3.3 cents per minute, then the actual rate is 6.6 cents - Pioneer will bill calls at 3.3 cents unless the account goes into collections, at which point Pioneer will rebill any outstanding charges at 6.6 cents. This rate plan is available only to those customers who have one of the following dominant local dial tone providers (RBOCs) during the term of long distance service with Pioneer: AT&T (SBC Communications, Pacific Bell, Nevada Bell, Ameritech, SW Bell), BellSouth, Qwest (former US West areas), or Verizon in areas formerly served by Bell Atlantic, NYNEX, and NJ Bell. Verizon customers who reside in an area formerly served by GTE, CONTEL (Continental Telephone), in an area not in Verizon's Northeast footprint (i.e., California), or Customers who reside in an area served by one of several other small/rural local phone companies are not eligible for this rate plan, but may subscribe to Pioneer service at a higher rate. Customers who have any provider other than the aforementioned RBOCs will be billed at a higher rate for both interstate and in-state toll rates. All calls placed to AK, HI, USVI & PR are billed at a higher rate than the contiguous 48 state-to-state rates.

**Customer Obligations: PAYMENT POLICY:** Customer understands that payments are due in full upon receipt of the billing statement unless an additional period for timely payment is required by law, in which case the full period required by law shall apply. A late fee of \$5 or 1.5% (18% per year), whichever is greater, will be added if payment does not arrive within 30 days after the billing date. Customers with Intrastate-only overdue balances will be subject to the appropriate late fee allowed by their state law. Service may be terminated if full payment is not received within 35 days after the billing date. For customers paying their bill by credit card, service will be suspended immediately upon notification that the credit card on file is declined or otherwise unchargeable due to expired information, fraud, chargebacks or other such problem types. If termination is required, ALL services will be deactivated and a termination fee of \$15 or 10% of the total account balance, whichever is greater, will be added to the balance due. Customer further agrees to pay any and all costs associated with enforcing this agreement, including but not limited to reasonable attorney and collection fees, court costs, and costs of appeal. An administrative fee of \$50 will be added to the balance to place the account into collections. In the event that any payment is returned, disputed, insufficient or otherwise unpaid by the customer's bank, Customer understands Pioneer Telephone will charge up to \$40.00 plus the cost of the processing fee from the bank. Customer must provide Pioneer Telephone notice of any disputed charges in writing within 30 days after the bill for such charges is

rendered. Customer remains financially responsible for all charges incurred until such time as service to any telephone line(s) has been removed from the Pioneer Telephone network by Pioneer Telephone's underlying carriers, and until written notification of the removal request from customer has been received by Pioneer Telephone. If Pioneer Telephone is designated as Customer's Primary carrier, customer must contact their local exchange company for cancellation and will be responsible for payments of all charges incurred prior to activation of a new primary carrier. Customer holds Pioneer Telephone blameless and assumes full responsibility for any and all calls, authorized or unauthorized, that are placed via customer's subscribed equal access lines and/or toll free lines. Customer is also financially responsible for all data customer enters into the sign up form, e-bill site and verbal or written correspondence to Pioneer, including incorrect information and telephone lines. Customer understands that their local telephone company may assess a service charge for each line changed to the carrier selected by Pioneer Telephone for which customer will be responsible. Customer understands that all rates, plans, billing increments, taxes and service fees are subject to change without notice. This includes federal and state Universal Service Fund (USF) surcharges, mandated by the FCC and subject to quarterly changes. Pioneer Telephone charges a Telecom Infrastructure Fee (TIF) that is also subject to quarterly changes. Federal and state taxes may change at the discretion of the taxing authority and without notice. Pioneer Telephone makes every effort to update its website with regard to such rates and fees when changes occur; however, this information is not always current. Customer understands that if they encounter an increase in rates and fees that are in conflict with the information posted on our website, our current internal price list, government notification or state tariff, if applicable, will govern rather than the website information. A current price list for all rates is always available upon written request. Customer understands there is a minimum usage fee of 99 cents for accounts billing less than \$15 per month and a 99 cent monthly fee for opting to receive a paper bill rather than online/automatic billing (eBill). For Customers who agree to allow Pioneer to bill their charges via eBill, both the low usage and paper bill fees are waived. For accounts paying by credit/debit card, Pioneer will charge a Customer's credit/debit card upon sign-up for \$10 to verify authenticity, then credit the Customer \$10 on their first invoice. Commercial and residential accounts may be required to pay via credit/debit card if such account is deemed a credit risk. Pioneer Telephone performs credit checks on all submitted orders using social security numbers. Should a Customer's order be rejected due to negative information received from our credit agency, the Customer will receive written notification. Any and all accounts (business or residential) that pay by credit/debit card or via ACH/bank account information may be charged any and all outstanding balances to their financial account at any time. Additionally, accounts using the online billing website may be charged a site maintenance fee. Terms and conditions will be posted on the e-bill website. Pioneer may charge Customer a reasonable fee for research and any resulting paperwork involved in requests for copies of past bills or other documentation.

**Calling Card:** Customer assumes responsibility for security of their assigned card number(s) and access codes (PINs) and is responsible for any calls made using their card(s). Pioneer Telephone reserves the right to change access numbers and codes upon notice to customer. Customer must report lost/stolen cards to the customer service department immediately. The customer assumes all liability for fraudulent usage of any Pioneer Telephone product. Calling cards are limited to \$40 per month and a credit review is required to increase the limit.

**International Service:** Customer understands that the calling card lines are not activated for international calling, except for Canada & USVI. Customer understands that the telephone line(s) are activated for international calling. Customer further understands that if either telephone or calling card lines are tampered with, compromised, lost or stolen, the customer assumes full responsibility for usage on such lines until Pioneer Telephone is notified of the undesired usage. It is the customer's sole responsibility to notify Pioneer Telephone of any changes in international status regarding telephone or calling card lines. The customer agrees to maintain strict security over long-distance or calling card lines on the Pioneer Telephone network. International call types (mobile, NGN and landline) are rated by foreign, non-U.S. phone companies and are not controlled by Pioneer Telephone. International call types and rates are subject to change without notice and a complete list may be obtained from Pioneer upon request. International call types (mobile, landline or NGN) are not disputable by the customer nor will Pioneer re-rate international calls.

**Limitations of Liability:** Customer understands that Pioneer Telephone will use commercially reasonable efforts to provide services; however, Pioneer Telephone makes no guarantee that services will be provided and assumes no liability directly or indirectly for interruption of service. Customer acknowledges that Pioneer Telephone shall not be liable for any consequential, indirect, special, incidental or other damages whatsoever arising from any failures, interruptions, delays, errors or deficiencies of services, facilities or equipment provided by Pioneer Telephone, suppliers, vendors, affiliates, partners and subsidiaries pursuant to your order for service. Since damages would be difficult to determine if your service is disrupted or otherwise negatively affected, Customer agrees to accept as liquidated damages, ten dollars (\$10) for each month in which service is disrupted or otherwise negatively affected.