

ACKNOWLEDGEMENT AND RELEASE

The undersigned "Customer" of Eastex Telephone Cooperative, Inc. and/or its wholly-owned subsidiary, Eastex Celco, L.L.C. (collectively "Eastex") hereby acknowledges that Customer has applied for and ordered telephone and/or broadband services (the "Services") from Eastex and that, in order to provision the Services, Eastex must enter on to the Customer's property described below (which includes any other property of Customer in the geographic area described necessary for the installation) (collectively the "Property") to install communications facilities, which facilities may include underground conduit, innerduct, or other buried facilities, (the "Eastex Facilities"). **If you as Customer do not own the Property, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, for Eastex's activities on the Property and that you as Customer are fully and completely authorized to execute this Acknowledgement and Release as to the Property.** Eastex will "flag" or "stake" the route for the Eastex Facilities on the Property and will utilize the Texas "One Call" service to determine whether Eastex's placement of the Facilities will interfere with any other registered buried utility facilities on the Property. However, it is Customer's responsibility to notify Eastex of and to accurately "flag" or "stake" any other buried facilities or equipment on the Property (the "Customer Facilities"), and through Customer's signature below, the Customer hereby warrants and represents to Eastex that Customer has notified Eastex of and has "flagged" or "staked" any Customer Facilities as required.

Further, Customer acknowledges that Eastex's installation activities on the Property are subject to, as applicable, the publically-filed tariff for the Services (the "Tariff") and/or the terms and conditions applicable to the Services and published on Eastex's website at www.eastex.com/legal (the "Terms and Conditions") and that the Tariff and/or the Terms and Conditions, as appropriate, limit Eastex's liability for any damage to the Customer Facilities resulting from Eastex's installation of the Eastex Facilities.

Finally, in consideration for Eastex's commitment to provide the Services to the Property, CUSTOMER HEREBY WAIVES ANY CLAIM FOR DAMAGE TO THE CUSTOMER FACILITIES TO THE EXTENT NOT "FLAGGED" OR "STAKED" BY CUSTOMER AS REQUIRED HEREIN, RELEASES EASTEX FROM ANY LIABILITY ASSOCIATED WITH SUCH A CLAIM, AND AGREES TO INDEMNIFY, DEFEND, AND HOLD EASTEX HARMLESS FROM ANY CLAIM OR LIABILITY ASSOCIATED WITH DAMAGE TO THE CUSTOMER FACILITIES TO THE EXTENT NOT "FLAGGED" OR "STAKED" BY CUSTOMER AS REQUIRED HEREIN.

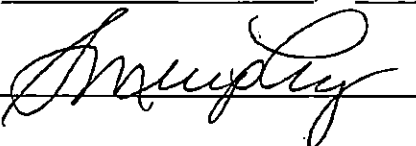
This Acknowledgement and Release, together Customer's application and order for the Services and the Tariff and/or Terms and Conditions, as applicable, set forth the entire agreement and understanding of Eastex and Customer as to Eastex's installation activities on the Property. Notices regarding this Acknowledgement and Release may be sent to Customer at Eastex's address on file for Customer and to Eastex at P.O. Box 150, Henderson, Texas 75653-0150.

Customer has read and agrees to the terms of this Acknowledgment and Release as of the date set forth below.

AGREED BY CUSTOMER:

PROPERTY DESCRIPTION: Onalaska East Lot Comm 6, 7 & 8
14115 US Hwy 190, Onalaska

DATE: November 26, 2020

SIGN: 

PRINT: Sydney Murphy

FOR: Polk County
[Insert business name if applicable]

Date: _____

CSR: _____

EASTEX NET

APPLICATION FOR SERVICE – Business

Thank you for choosing Eastex for your business Internet needs. Please review the service options below and select the options that are best for your business. Once you have selected your service options, please complete the Customer Information and sign where indicated on the following pages.

Please note that all services are for a 12 month term and that, in signing this Application, you agree on behalf of the named business to the Terms and Conditions for Eastex services which can be found at www.eastex.com/legal/. Prices do not include applicable taxes and surcharges.

CUSTOMER INFORMATION

Please complete the following Customer Information for our records:

Name Polk County Service Location Phone # 646-3674 Contact Phone # 646-3674

Username _____ Password _____
(4+ Characters & Subject to Availability) (8+ Characters: 2+ Numeric, 1+ Upper, 1+ Lower, 1+ Special Characters, cannot match Username)

Service Address 14115 US Hwy 190 W Mail/Bill Address 602 E Church St., Ste 108

City Onalaska City Livingston

State, Zip Code Texas 77360 State, Zip Code Texas 77351

Contact Email Address _____ Or Check if Same as Service Address
(For Notifications & Paperless Billing)

Service Location Tax Jurisdiction: County Polk City Onalaska Other _____

SERVICE OPTIONS

Please select the Eastex services that are right for you:

Check One:	Copper Services	Price
<input type="checkbox"/>	<u>Prime</u> • 5 Mbps down • Broadband services termination unit included	\$69.95 per month
<input type="checkbox"/>	<u>Platinum</u> • 10 Mbps down • Broadband services termination unit included	\$89.95 per month
<input type="checkbox"/>	<u>Premium</u> • 25 Mbps down • Broadband services termination unit included	\$109.95 per month
Check if Desired:	Fiber Services	Price
<input type="checkbox"/>	<u>30x30</u> • 30 Mbps down, 30 Mbps up • Broadband services termination unit included	\$69.95 per month
<input type="checkbox"/>	<u>50x50</u> • 50 Mbps down, 50 Mbps up • Broadband services termination unit included	\$84.95 per month
<input type="checkbox"/>	<u>100x100</u> • 100 Mbps down, 100 Mbps up • Broadband services termination unit included	\$119.95 per month

Other Services Available Upon Request

Other services and features may be available. Broadband services are provided through a dynamically assigned IP address unless specifically contracted otherwise. Additional fees apply. **All services based upon facilities available.** Contact your Eastex service representative for details.

Varies

Check if Desired:	Modem/Router	Price
<input type="checkbox"/>	<u>Modem (1 Ethernet port – Does not include Wireless) – PURCHASE</u> May be waived during certain promotional offerings.	\$25.00 one time
	Note: Modem is used for Copper packages only. If you select this option, you will need to provide your own PPPoE client-capable router for broadband access by more than one device. The broadband services termination unit provided with your broadband service can only support one computer and will require you to configure a PPPoE client on that computer or router. Eastex does not support equipment purchased offsite.	
<input type="checkbox"/>	<u>Modem/Router (4 Ethernet ports +Wireless) – PURCHASE</u> (Optional) Retail price of \$135.00 will be charged without a 1 year contract. Purchased modem includes 1 year warranty. Support and setup included.	\$85.00 one time
<input type="checkbox"/>	<u>Modem/Router (4 Ethernet ports +Wireless) – RENT</u> (Optional) Support and setup included.	\$10.00 monthly

Conditionally Applicable	Service Charges	Price
	<u>Installation Charge</u> Note - Will be invoiced on your first monthly bill. May be waived during certain promotional offerings (if waived, will be applied if 12 month term is not met). See Terms and Conditions for details.	\$185.00 one time
	<u>Early Termination Charge</u> Note - Applies if 12 month term is not met. See Terms and Conditions for details.	\$200.00 one time

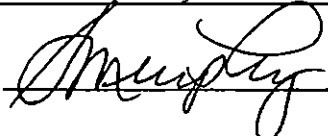
Note – Additional non-recurring charges may apply. Please ask your Eastex service representative or see Eastex's Terms and Conditions for details.

SERVICE REPRESENTATIVE NOTES (FOR EASTEX USE ONLY):

CUSTOMER AGREEMENT AND SIGNATURE

ON BEHALF OF THE ABOVE-NAMED BUSINESS, I AGREE TO SUBSCRIBE TO THE SERVICES SELECTED ON PREVIOUS PAGES FOR A 12 MONTH TERM AND AGREE TO THE TERMS AND CONDITIONS AND OTHER POLICIES APPLICABLE TO THOSE SERVICES ("TERMS AND CONDITIONS"), WHICH CAN BE FOUND AT: WWW.EASTEX.COM/LEGAL/ (WRITTEN COPY AVAILABLE UPON REQUEST). Services are provided by Eastex Telephone Cooperative, Inc. and/or its wholly-owned subsidiary, Eastex Celco, LLC d/b/a Eastex.Net, pursuant to the Terms and Conditions. By signing below, I warrant that I am 18 years old or older, that all information supplied by or about the above-named business is accurate, and that I am authorized to sign this Application on behalf of the above-named business and for delivery of Services to the applicable Service Location.

Business Name: Polk County Date: 11/26/19

Authorized Signature:  Printed Name: Sydney Murphy Title: Polk County Judge