



Created Date 2/26/2026
 Expiration Date 3/31/2026
 Quote Number 00004354

Contract Start Date 7/1/2026
 Term (Months) 60

Tax ID:

CPNI 4 DIGIT PIN CODE: 1187

Authorized Account User(S)
 Individual or Business name (Please refer to CPNI PIN Codes and
 Authorized Users in Terms & Conditions)

[Handwritten Signature]
 2-26-2026

Prepared By Somer Putt
 Email sputt@etexfiber.net

Contact Name Cynthia King
 Contact Email upshurcountylibrary@yahoo.com
 Contact Phone 903-843-5001

Bill To Name Upshur County Library
 Bill To 702 W Tyler St
 Gilmer, Tx 75644

ServiceTo Name Upshur County Library
 Service To 702 W Tyler St
 Gilmer, Tx 75644

Product	List Price	Quantity	Total Price
2 Gbps x 2 Gbps	\$0.00	1.00	\$1,100.00

Monthly Recurring \$1,100.00
 Non Recurring \$0.00

Subtotal \$1,100.00
 Discount 0.00%
 Total Price \$1,100.00
 Grand Total \$1,100.00

Pricing shown does not include applicable taxes and surcharges.
 May vary depending on location.

Construction Consent (For Building Owner Only)

I (Customer) authorize conduit placement and/or passive construction

I (Customer) am not the building owner



Special Instructions:

Terms & Conditions

This Agreement shall be in effect for an initial term of Number of Months specified above.

If Customer terminates this Agreement, or any part thereof, prior to the end of the current term they shall pay to ETEX an amount equal to the average monthly amount billed to them for each month remaining in the current term.

Act of God Liability Waiver:

The Company (Etex) shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control, including, but not limited to: (1) act of God, fires, lightning, flood, or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or any foreign, state or local government, or any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (4) any act or omission by any unrelated carrier or other entity affecting the facilities or equipment over which the Company's services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.

Do-Not-Call Solicitor Notification

As you are likely aware, the Federal Communications Commission ("FCC") and Federal Trade Commission ("FTC") have established a national Do-Not-Call Registry. As part of the do-not-call initiative, the FCC requires us to notify customers who use our service for making telephone solicitations (telemarketing calls) regarding the national Do-Not-Call rules and regulations. If you are a company, individual, or other entity that makes telemarketing calls, it is very important that you familiarize yourself with the operations of the national Do-Not-Call Registry and the rules requiring checking of the national Do-Not-Call Registry as part of making telemarketing calls. Unless you fall under one of the exceptions established in the FCC/FTC rules (such as the exception for telemarketing by charitable organizations or for prior business relationships), you may not make telemarketing calls to numbers included in the national Do-Not-Call Registry. Before you rely on one of the exceptions, you should consult the rules. For information about the regulations, you may visit the national Do-Not-Call Registry at www.donotcall.gov. You can find the FCC and FTC rules governing telemarketing and telephone solicitation, at 47 C.F.R. § 64.1200 and 16 C.F.R. Part 310, respectively.

Contractual Provisions to Mitigate Illegal Robocalls

As an Etex customer, it is forbidden to use Etex's services for unlawful purposes such as originating and/or otherwise transmitting calls that violate laws that restrict robocalls or other telemarketing calls, including the federal Telephone Consumer Protection Act ("TCPA") and/or the Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act ("TRACED Act") and/or the rules promulgated pursuant to these statutes. Etex may, at its sole discretion, suspend or terminate your service immediately, among other remedies for violations of the law. To become more familiar with the TCPA and TRACED Act, please see the following links:

<https://www.fcc.gov/sites/default/files/tcpa-rules.pdf>

<https://www.fcc.gov/TRACEDAct>

Internet Speed Conditions: Actual Internet speeds may vary. Internet speed conditions represent maximum speed capabilities and may vary based on many factors including website traffic, content provider capacity, use of other services, network capacity and maximum bandwidth restrictions on customer owned equipment.

If you are a company, individual, or other entity that makes telemarketing calls, it is very important that you familiarize yourself with the operations of the national Do-Not-Call Registry and the rules requiring checking of the national Do-Not-Call Registry as part of making telemarketing calls. Unless you fall under one of the exceptions established in the FCC/FTC rules (such as the exception for telemarketing by charitable organizations or for prior business relationships), you may not make telemarketing calls to numbers included in the national Do-Not-Call Registry. Before you rely on one of the exceptions, you should consult the rules. For information about the regulations, you may visit the national Do-Not-Call Registry



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CPNI PIN Codes and Authorized Users


The Company (Etex) has established procedures that ensure compliance with the Federal Communications Commission (FCC) regulations concerning the protection of customer proprietary network information (CPNI). As an Etex customer, you are required to create a secure four-digit PIN code that is only shared with your named Authorized User(s) above. This PIN code must be presented by you or your Authorized User(s) upon request for any account information.

Please note: Choosing to name a Business, such as a Call Center, as your Authorized User(s), is risky. It is your responsibility to ensure that your PIN Code is secure and protected from unauthorized access and that your Authorized User information is kept up to date.

Disclosures:

We want to ensure you have a clear understanding of your Etex service and billing. Please read the following important information regarding your month-to-month billing.:

- 1. Recurring Charges
 - 1. You will be charged \$ per month for
 - 2. This charge will automatically recur each month unless you change or cancel your service.
 - 3. An early termination fee (ETF) will apply if you end your contractual agreement early.
- 2. Billing & Payment
 - 1. Your monthly charge will be generated at the end of each month.
 - 2. Payment is due by the 16th or 25th of each month (depending on your bill cycle) to avoid service interruptions and late fees.
- 3. Cancellation Policy
 - 1. You may cancel at any time, however if you choose to end your contractual agreement early, ETF fees will apply.
 - 2. To cancel, simply contact us by calling 903-797-SALE or by emailing sales@etexfiber.net
 - 3. Our cancellation process is simple and only requires you to verify CPNI information and return any equipment owned by Etex.

Signatures	
Authorized Signer 	Date Signed 2-26-2026
Etex Signature	Date Signed