

# Business Service Agreement for Windstream Territory

Rev. 2007-01



## Chapel Communications

1212 West Main Street  
Richmond , KY 40475  
(859) 623-1500

### CUSTOMER NAME

#### Service Agreement

This Service Agreement (the “Agreement”) between Chapel Communications, Inc. (“Chapel” or the “Company”) and you (“you” or “Customer”) for Internet Related Services (“Services”) is effective as of the date written below and incorporates by reference the Chapel Communications Acceptable Use Policy (AUP), as amended from time to time.

1. **Term:** The term of this Agreement is for a period of one year (12) months. Breach of this Agreement will encounter an early termination fee as described below. The bandwidth and pricing shall be determined as specified in SERVICE LEVEL chosen below.
2. **Payments:** Customer is responsible for payment of all fees (including activation fee), service charges, taxes and any other charges with respect to the services provided by Chapel Communications to Customer in accordance with the Chapel Communications Terms and Conditions of Service. All payments are due and payable on the <sup>1st</sup> day of each month.
3. **Warranty Disclaimer:** CHAPEL COMMUNICATION’S LIABILITY TO YOU FOR ANY ACTUAL LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR RELATED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN SERVICE DURING ANY PERIOD SHALL NOT EXCEED THE COMPANY’S CHARGES TO YOU DURING SUCH PERIOD. IN NO EVENT SHALL THE COMPANY BE LIABLE UNDER TORT, CONTRACT OR OTHER LEGAL THEORY FOR LOST BUSINESS, PROFITS OF REVENUES, DAMAGE, ACCIDENT, INJURY OF PERSON OR PROPERTY OF ANY OTHER LOSS, DAMAGE OF EXPENSE, INCLUDING ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THE EQUIPMENT, THE SERVICE OR OTHER ACTIONS OF THE COMPANY, WHATSOEVER.

4. YOU ACKNOWLEDGE THAT, WITH RESPECT TO ANY EQUIPMENT, THE COMPANY'S NETWORK OF ANY SERVICE PROVIDED THEREBY, CHAPEL COMMUNICATIONS HAS MADE AND MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING SUITABILITY, QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE.

You agree to indemnify, defend and hold Chapel Communications and its affiliates, officers, directors and employees harmless from and against any and all claims, actions, liabilities, losses, damages, costs, expenses and reasonable fees of legal counsel arising from or in connection with any use of this service.

**YOUR SIGNATURE BELOW INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.**

## BUSINESS SERVICE LEVEL

Check Select Service	Service Plan	Minimum Service period	IP Assignment	Monthly Rate
	1536K x 384K	1 year	4 static	\$49.95
	3000K x 384K	1 year	4 static	\$69.95
	6000K x 384K	1 Year	4 static	\$85.95

**Check service Level to Left and Circle Monthly Price**

\* Pricing does not include any taxes in which the state may access now or in the future.

\*\* Term includes FREE Activation and FREE DSL Modem. \$10 shipping fee for modem.

PRINT CUSTOMER NAME \_\_\_\_\_

PRINT COMPANY NAME \_\_\_\_\_

SERVICE PHONE NUMBER \_\_\_\_\_

This is the number DSL will be assigned to

**Definitions:**

"Customer" refers to the name of the company or entity on whose behalf this Agreement is being executed. "Chapel" refers to Chapel Communications, Inc.

"Effective Date" is the date the DSL connection between CHAPEL and Customer's Service Location is completed. Term Commitment: Customer hereby agrees to the minimum monthly term of 12 months.

Customer Termination: Customer may terminate this Agreement at the end of the Term Plan by providing thirty-(30) days notice.

Customer's notice of termination must be sent to: **Chapel Communications, 1212 West Main Street, Richmond, KY 40475**

If DSL Service or underlying Alltel telephone service is cancelled, and early cancellation fee of \$250 will apply if service is still in the initial minimum service period or renewal commitment.

New Customer First Year Promotional rate applies to new DSL customers and provides waiver of activation and free DSL modem. Service Reverts to Month-to-Month rate at end of commitment period unless new term commitment is signed.

Customer acknowledges and understands that the lack of DSL facilities or other operational impediments may preclude or delay actual installation, operation, repair, and maintenance of DSL service.

Service Address: \_\_\_\_\_

Service City: \_\_\_\_\_

Service Phone Number \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_

DATE : \_\_\_\_\_

**NOTES :**