



# BUSINESS SERVICE AGREEMENT



509-888-8888 - 341 Grant Road, EW

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_ Spouses Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing/Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Access Point: (office use) \_\_\_\_\_

## PRICING: Pricing will consist of Monthly Recurring Charges (MRC) and a Tower Access Fee (TAF).

**SkyFi MRC:** The Monthly Recurring Charge paid by the customer according to the up-to speed chosen by the customer. Up-to speed consists of a Download Speed and an Upload speed measured in Megabits per second. (Mbps) These are maximum speeds set by LocalTel and tested by the install Tech under optimum conditions at the time of installation. These **SPEEDS MAY VARY** depending on conditions such as weather, traffic, trees, atmospheric noise, customer equipment, computers and devices, as well as the time of day. LocalTel does not guarantee these speeds will be consistent but will strive to maintain the optimal connection available at the wireless radio antenna location on the customer premise. Not all speeds and packages will be available to all customers. Limitations on available packages will be determined by location, customer equipment, tower equipment, distance from the tower and traffic carried by the tower.

| Tower Access Fee | Monthly Recurring Charge |
|------------------|--------------------------|
| TAF- Level 1     | \$2.95                   |
| TAF- Level 2     | \$3.95                   |
| TAF- Level 3     | \$5.95                   |
| TAF- Level 4     | \$9.95                   |
| TAF- Level 5     | \$19.95                  |

**SkyFi TAF:** The Tower Access Fee is a *monthly recurring fee* paid to maintain the Wireless Tower providing the service. Some towers are very expensive to build and maintain because of location, power and access. These towers will have a higher Tower Fee. We have divided the tower access fee into 5 different categories as determined by LocalTel.

**MDT Bandwidth Cap:** Monthly Data Transfer (MDT) is the amount of bandwidth transferred through your accounts IP address during a 1 month period of time. Each Residential and Business package comes with 250Gigabytes of bandwidth transfer per month. Total MDT use is determined by measuring your total MDT transferred through your Account IP Address. Excess MDT bandwidth used by the customer will be billed at the current rate per Gigabyte. (**Note:** 98% of all LocalTel customers never exceed this 250GB Cap.) You will be notified by e-mail if you are getting within the 80% range of MDT used in one month. If you exceed the 250GB cap, you will be billed per Gigabyte rounded to the next highest 1Gigabyte. Heavy Internet users may want to purchase a "FatPack" so as to have a predetermined fixed cost for excess MDT bandwidth use. Ask for details.

## SkyFi BUSINESS INTERNET: Includes LocalTel owned antenna and/or wireless radio equipment.

| Package   | Up to Speed - <b>Bursting Speeds dependent on wireless connection*</b>                 | MDT Bandwidth            | Per month                |
|-----------|--|--------------------------|--------------------------|
| FLEX 25   | Up to 100 Mbps Bursting Speed*/Flex 25 Mbps Sustained                                  | 250 Gigabytes            | \$49.95                  |
| FLEX 40   | Up to 100 Mbps Busting Speed*/Flex 40 Mbps Sustained                                   | 250 Gigabytes            | \$69.95                  |
| FLEX 60   | Up to 100 Mbps Bursting Speed*/Flex 60 Combined/Sustained<br><i>Wen. &amp; EW only</i> | 250 Gigabytes            | \$84.95                  |
| VLAN 20   | 20 x 20 Mbps   | Unlimited                | \$149.95<br>per location |
| PTP 1.4 G | Up to 1.4Gbs combined  | Unlimited Point to Point | Quote Only               |

\*Bursting Speeds dependent on wireless connection.

## **BUSINESS INSTALLATIONS are done by QUOTE ONLY.**

I have received a copy of the SkyFi Wireless Internet Service Agreement.

The above services are agreed to by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name Signature

\*Taxes and Fees not included. Prices & Packages subject to change without notice.

# SKYFI WIRELESS INTERNET SERVICE AGREEMENT

This Agreement for Wireless Internet Access ("Service") is between the party whose name appears on the service contract ("Subscriber") and LocalTel Communications. In this document "you" or "your" refers to the individual(s) or entity who signs this agreement for Service, "we", "us", or "our" refers to LocalTel Communications.

**ACCEPTANCE OF AGREEMENT BY USE:** If you use the Wireless Internet Service, or if you pay any amount billed to your account, you consent to be bound by the terms and conditions of this Agreement. If you do not agree with these terms and conditions, do not use the Service and notify us immediately to cancel Service.

**OWNERSHIP & USE OF EQUIPMENT:** Unless you purchase the wireless Equipment, title of the Equipment shall remain with LocalTel Communications. You may use the Equipment solely at the location noted on the other side of this Agreement under "Service Address" and shall not remove, lease, sublease, rent, lend, sub-rent, transfer, assign, sell, alter, repair, disassemble, modify, encumber or assign a security interest in Equipment without our prior written consent. You shall use Equipment in a careful and proper manner as instructed by LocalTel or the manufacturer. You may not use Equipment for any illegal purpose or in an illegal manner. You will, at your expense, comply with all applicable laws and regulations pertaining to the use, operation and transportation of Equipment and will defend, indemnify and hold us harmless for any loss, liability, or expense resulting from actual or alleged violations of such laws or regulations. During the term of your Service, unless you purchase any or all of the Equipment, we shall provide repairs on Equipment which becomes defective through no fault of Subscriber. In the event of any Equipment failure, Subscriber shall contact LocalTel Communications immediately for servicing. Under no circumstances will LocalTel Communications provide reimbursements for repairs, parts, or supplies provided by others unless specifically authorized in writing by us. If at the time of repair it is determined that the Equipment was damaged by something other than normal Equipment failure & wear and tear, Subscriber will be liable for the cost of replacement Equipment or repair, whichever is less determined by LocalTel Communications.

**DELIVERY, ACCEPTANCE & RETURN:** Subscriber hereby acknowledges receipt of the Equipment and that it is in good working order and repair. Upon termination of this Agreement, unless Subscriber has previously purchased the wireless Equipment, Subscriber shall return all Equipment, including all cables, adapters & mounting hardware, in substantially the same good working order and repair to LocalTel Communications. Subscriber may deliver equipment to 341 Grant Road, East Wenatchee, WA 98801 or make arrangements for one of our technicians to pick up the Equipment during normal business hours. In either instance, Subscriber shall be fully responsible for Equipment unless and until receipt of Equipment is acknowledged in writing by LocalTel Communications. Subscriber understands and agrees that a freight bill or other form of proof of delivery from a common carrier shall not, alone, suffice for this purpose due to the potential for concealed shortage or freight damage.

**SERVICE:** You must be 18 years or older with proof of identification to enter into an Agreement for Service. The term of this Agreement depends on your particular equipment option. **If you are purchasing the Equipment, you are considered a month-to-month Subscriber. If you decide not to purchase the Equipment, then the initial term of this Agreement is for a period of 12 or 24 months. If you complete this initial term, you will become a month-to-month Subscriber under this Agreement.** Resale of the Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. We reserve the right to disconnect subscribers who have breached any terms of this Agreement without advance notice. A disconnected Subscriber may attempt to reconnect after all contract breaches are remedied.

You agree to use the Service in compliance with this Agreement. The terms and conditions of this Agreement apply equally to any user authorized by you to use your account, including any of your employees or guests, whether such authorization exists in the form of accounts related to your account or through verbal or written consent you give to others. You agree to be entirely responsible for any and all activities that occur through your account and are responsible, as the authorized user of record, for any user who uses the Service through your account. You agree to notify LocalTel Communications immediately of any unauthorized use of your account or any other breach of security.

You acknowledge that we may access, use disclose, record or monitor any communications to or from you or any other person utilizing your service to protect our rights or property or those of our licensors or other customers, or for any other reason permitted by law. You agree to indemnify and hold us and our affiliates harmless for any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of use of the Service.

**A: SERVICE LIMITATIONS:** Service is subject to transmission limitations caused by atmospheric and weather conditions. Service may be temporarily refused or limited because of the wireless system's capacity limitations. Service to any or all customers may be temporarily interrupted or curtailed because of equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper or improved operation of our Service. Service shall not be used for any purpose that violates the law nor shall it be used in such a manner as to interfere unreasonably with the use of Service by one or more other customers.

**B: INTERRUPTION OF SERVICES:** You agree not to use the Service to perform any type of illegal action and understand that it is your responsibility to ensure that anyone utilizing your service understands the terms of this Agreement. You understand that LocalTel Communications is not responsible for any damages suffered by Subscriber including, but not limited to, loss of data from delays, non deliveries, software failures, computer virus', malware, spyware, spam, mis-deliveries, or service interruptions caused by our or your errors and/or omissions.

**C: SERVICE ALLOWANCES:** Our sole liability to you for interruptions in the Service we furnish is as follows: We will make a credit allowance, at your request, in the form of a pro rata adjustment of the fixed monthly charges. The pro rata adjustment will be computed by dividing the duration of the Service interrupted measured in 24-hour days from the time the interruption is reported to us by a standard 30-day month and then multiplying that result by our fixed monthly service charge. A period of time less than 24 hours shall not be credited and an additional period of 12 hours or more shall be considered an additional day. In no case shall the credit exceed the fixed monthly service fee. This is complete satisfaction of our liability to you for Service interruption. No credit allowance will be given for interruptions caused by your negligence or by your willful acts, or for interruptions caused by failure of equipment or service not provided by us. In no event shall we be liable to you or other persons for errors or defect in transmission, or for failure to transmit when caused by acts of God, fire, war, terrorism, riots, government authorities, or by other causes beyond our control. In no event, whether as a result of breach of contract, or otherwise, shall we be liable for any indirect, special, consequential, incidental, or exemplary damages including any damages arising from loss or interruption of business. Subscriber understands that LocalTel Communications makes no warranty, express or implied, as to the suitability of Equipment for Subscriber's specific application or purpose.

*Continued....*

**D: TERMINATION OF SERVICES:** YOU MUST PAY AN EARLY TERMINATION FEE OF \$200 PER ACCOUNT IF YOU END YOUR SERVICE FOR ANY REASON (EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT) BEFORE THE END OF YOUR INITIAL TERM. Termination shall be effective on the last day of the next full bill cycle. You are responsible for payment of outstanding charges for the period during which we provide you with Service. If you do not pay any charges owed to us or if you violate any of the terms of this Agreement, we have the right, after giving you prior written notice of our intention either, to discontinue or restrict your Service temporarily or to terminate your Service altogether, including the restriction or termination of all accounts bearing your name as the customer. Upon your payment in full of any temporarily restricted or terminated accounts, we may at our sole discretion agree to reinstate you for a \$29 reconnect fee. In any case, we shall incur no liability whatsoever for termination of your service upon your default. If you or someone using your Service, uses your service in such a manner that it adversely affects other customers we may refuse or discontinue your Service without notice. We may terminate your service if you have made a false statement on this application for purposes of inducing us to extend credit to you. IF YOU DID NOT PURCHASE YOUR WIRELESS EQUIPMENT, AND IT IS NOT RETURNED TO OUR OFFICE WITHIN 15 DAYS OF TERMINATION, YOU WILL BE CHARGED THE FULL EQUIPMENT PURCHASE PRICE OF \$350. SUBSCRIBER SHALL PAY REASONABLE REPAIR CHARGES FOR EQUIPMENT THAT IS RETURNED IN DAMAGED CONDITION OR FULL PURCHASE PRICE, WHICHEVER IS LESS. **Customer Initials:** \_\_\_\_\_

**PAYMENTS; UNCOLLECTED FUNDS; COLLECTION COSTS:** If you pay by check, draft or other negotiable instrument, a returned check fee of \$20 will be charged to you when your bank returns the item unpaid. If you sign a credit card billing authorization and give us a credit card number that we accept for payment of your monthly bills, you are authorizing us to charge the amounts you owe us, then and later, to that number and to demand immediate payment from the card issuer. You are also agreeing that you will pay, under the terms of your agreement with the card's issuer; the amounts charged to your credit card or \$15 whichever is greater. All billing is done for advance services on the date of the billing cycle your account will be assigned. Your payment is due NO LATER THAN 3 DAYS BEFORE THE NEXT BILLING CYCLE (AVERAGE OF 27DAYS) in which you are originally billed. If you do not pay for Service or other charges authorized under the Agreement when due, or otherwise violate your obligations under this Agreement, we may interrupt or terminate Service to you and seek alternate methods for collection. If this becomes necessary, you agree to pay, in addition to all sums owed to us under this Agreement, our costs of collection against you, including attorney's fees and court costs.

**DEFAULT:** Upon default by Subscriber, LocalTel Communications may, terminate this Agreement. If Subscriber fails to make timely payment, we may treat such delinquency as a default and immediately retake possession of any Equipment owned by LocalTel Communications, without notice to Subscriber. Subscriber shall also be in default if it breaches any terms contained herein, or if any bankruptcy or similar proceedings shall be filed by or against Subscriber. Upon default, we may go onto Subscriber's property and retake the Equipment, without notice or legal process. Subscriber waives all rights to a prior judicial hearing. For such purposes, the Subscriber hereby appoints the manager or owner of premises where Equipment is located, if other than Subscriber, as Subscriber's agent with full power and authority to permit LocalTel Communications to enter said premises to peacefully retake possession of the Equipment, all without liability to LocalTel Communications or such manager or owner on account of such taking. In this regard, Subscriber expressly releases any claim or right of action for trespass or damage caused by reason of such entry and removal. If Subscriber does not return Equipment to LocalTel Communications immediately upon demand of it and we are unable to retake possession of Equipment, Subscriber shall pay the full Equipment value of \$350. Such sum shall be due immediately upon presentation of an invoice for same and shall be in addition to any outstanding rents, cancellation fees or other charges due under this Agreement. Subscriber shall remain liable to us for: 1) All past due amounts owing LocalTel Communications. 2) Payment for full Equipment value for any Equipment remaining unreturned, missing or damaged. 3) All other applicable charges including, but not limited to, late fees, interest, repair charges, and/or the cost of replacement in the case of loss, theft or damage; and cancellation fees. 4) All reasonable costs, fees and expenses incurred by LocalTel Communications in enforcing its rights hereunder including, but not limited to, reasonable attorney's fees and court costs.

**LOST, STOLEN OR DAMAGED EQUIPMENT:** Subscriber understands that they are fully responsible for all Equipment placed on their property and promises to perform due diligence when protecting said Equipment from harm. Upon discovery that your wireless Equipment has been lost, stolen, or damaged, you must immediately notify our office at 1-800-992-2112 YOU MUST FULFILL THE REMAINDER OF YOUR CONTRACT TERM BY PURCHASING REPLACEMENT EQUIPMENT FROM US AT \$350 OR PAY FOR EQUIPMENT REPAIRS, WHICHEVER IS LESS.

**NOTICES:** All notices from LocalTel Communications shall be sent or delivered to the respective addresses shown on the front of this Service Agreement, unless written notice of an address change is provided.

**OUR RIGHTS TO MAKE CHANGES:** All Service we provide is subject to our business policies, practices and procedures, which can change without notice. WE CAN ALSO CHANGE PRICES AND ANY OTHER TERMS IN THIS AGREEMENT AT ANY TIME BY GIVING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGE WOULD GO INTO EFFECT. IF THESE CHANGES ADVERSELY AFFECT YOUR RATES OR SERVICE IN ANY WAY, YOUR RIGHTS TO END THIS AGREEMENT WITHOUT ANY EARLY TERMINATION FEE (AS DESCRIBED PREVIOUSLY) IS YOUR ONLY REMEDY. IF YOU CHOOSE TO CONTINUE TO USE OUR SERVICE AFTER RECEIVING NOTICE OF ANY CHANGES, THOSE CHANGES WILL APPLY TO YOU.

**PRIVACY; CUSTOMER CONSENT:** Wireless systems use radio channels to transmit data communication over a complex network. WE TAKE EVERY PRECAUTION TO KEEP OUR NETWORK PRIVATE/SECURE, but privacy/security cannot be guaranteed, and we shall not be liable to you for any lack of privacy/security you experience while using your Service. We have the right to intercept and disclose any transmission over or using our facilities, and to provide Subscriber billing, account, usage records, and related information under certain circumstances (such as, but not limited to, in response to lawful process, orders, subpoenas, or warrants to protect our rights or property). In addition, you agree that we may contact you by mail, telephone, email, or other means at the addresses and numbers listed on the front of this Agreement, for matters related to Service, billing, collections and products and services offered by us.

**ASSIGNMENT:** We may assign all or part of this Agreement without being considered a change to the Agreement and without notice to you. We are then released from all liability. You may not assign this Agreement without prior written consent.

**TAXES:** Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs imposed on you or us as a result of providing the Service to you will be added to your charges as a tax when imposed or required by law.

**GENERAL:** You acknowledged that you have read and understand the terms and conditions set forth herein and agree to be bound by them, and that this document is the complete and exclusive statement of the agreement between you and us and supersedes all proposals, oral or written, and all other communications between you and us relating to the subject matter hereof.