



85 Main Ave, PO Box 157
 Atkins, IA 52206
 319-446-7331

Broadband Service Agreement

This Agreement is made by the individual or authorized person of the organization ("Customer") identified herein and Atkins Telephone Co., Inc. ("Company"). The Company and Customer agree to the following conditions concerning services provided by the Company to the Customer.

SERVICES

The Company will provide and Customer will purchase Internet access on the terms and conditions set forth in this Agreement. The Customer will be responsible for obtaining any equipment (NIC (Network Interface Card)) needed to access, connect to, or use the services, at its cost and expense and for insuring that equipment is compatible with the services.

TERMS

Service shall be for the period and price indicated on the Application for Service attached to this document. In addition to the terms herein, Company also concurs in the National Exchange Carriers Association (NECA) Tariff #5 as it pertains to Broadband services offered herein. Those Broadband terms in Tariff # 5 may be found at "http://www.neca.org/source/NECA_AccessSupport_1206.asp". Company offers the following Broadband service options:

<u>Speed</u>	<u>Price Per Month</u>	<u>Contract Term</u>	<u>Install Fee</u>
___ 1M	\$34.95	Month to Month	\$75
___ 1M	\$34.95	12 Month	Waived
___ 3M	\$49.95	Month to Month	\$75
___ 3M	\$49.95	12 Month	Waived
___ 5M	\$59.95	Month to Month	\$75
___ 5M	\$59.95	12 Month	Waived
___ 10M	\$69.95	Month to Month	\$75
___ 10M	\$69.95	12 Month	Waived
___ 20M	\$79.95	Month to Month	\$75
___ 20M	\$79.95	12 Month	Waived
___ 40M	\$89.95	Month to Month	\$75
___ 40M	\$89.95	12 Month	Waived

CHARGES

The Company shall charge for any monthly recurring rates as well as the applicable one-time charges for installation, modem(s), discounts or credits, which are incorporated in the application or herein. In addition, the Customer may be required to pay federal, state or local use, excise, sales, or other taxes or fees assessed by governmental bodies. Adjustments for any billing errors will be limited to 90 days from the date the billing error occurred. All reasonable costs and expenses, including but not limited to attorney's fees, expenses, court costs and service charges, incurred by the Company in collecting payment will be an expense of and charged to the Customer. Customer agrees to pay each bill in full by the payment due date. Late payments will be billed at 1.25% per month or \$3.00 whichever is greater.

EQUIPMENT NETWORK ADDRESS

In order to use the services, the Company will provide to the Customer a non-portable TCP/IP network address(es). Any pre-existing Customer network address(es), because of the Companies' network configuration, may not be routable on the Companies' network.

MINIMUM SYSTEM REQUIREMENTS AND WIRING

Customer acknowledges that any computer or modem must meet minimum system requirements in order to access the services. Customer also agrees and acknowledges that certain inside wiring and/or equipment may be necessary in order to complete installation for the services. Any fees for such wiring and/or equipment will be billed to the Customer based on \$40/hr for the Company technicians and the cost of any equipment.

CUSTOMER EQUIPMENT

The Company is not responsible for any personal computer or network malfunctions and/or damage to the Customer's hardware or software. If any of Customer's equipment requires modification or reprogramming to make it compatible with the Company provided service, the Company shall not be liable for any applicable costs associated with modification or reprogramming charges.

RESPONSIBILITY FOR EQUIPMENT SUPPLIED

Equipment installed by Company at Customer's premises, which is not purchased by Customer, shall at all times remain the sole property of the Company. Customer shall be responsible for all risk of loss or damage to such equipment from any cause, including lightning and/or electrical surges other than failure due to normal wear and/or electronic failure caused through no fault of the customer. Upon termination of service, Customer authorizes the Company to recover any equipment from Customer's premises during reasonable hours. In the event Customer should refuse to return the equipment, or the same is lost, altered, destroyed, damaged or stolen, Customer shall pay Company the reasonable replacement cost of the equipment, plus any costs incurred by the Company arising from the loss of or damage to the equipment.

NETWORK AVAILABILITY

Based on network availability, Internet access service is a "best efforts" service, which can provide upstream and downstream speeds selected by the Customer. The actual speed experienced by the Customer may vary and depend on several factors not limited to, but including, Customer location, the destination on Internet, traffic on Internet, other factors not controllable by the Company. No minimum level of speed is guaranteed without a specific service agreement. Further, the Company may from time to time suspend service for routine maintenance or rearrangement for a short period of time. Whenever possible the Company will give Customer advance notification. Any Company liability resulting from a service suspension shall be determined in accordance with **Limitation of Liability** within this agreement.

SECURITY

Customer is solely responsible for the security of any device Customer chooses to connect to the services, including any data stored on that device. The Company recommends against enabling file or printer sharing of any nature whatsoever. The Company recommends that any files or services Customer chooses to make available for remote access be protected with a password or other security device. The Company recommends that Customer install a firewall to ensure the privacy of Customer's communications and to protect its data and network. Customer expressly assumes any and all risks relating to the security of its communications, data and network and its potential access by others.

NO RESALE OF SERVICES OR USE OF SERVICES BY OTHERS

Services provided by the Company are for the sole use of the Customer and not for resale or license of any nature whatsoever without prior consent of the Company, which may be given or withheld in its sole discretion. Customer is and shall be responsible for any misuse of services, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person with access to Customer's account. The sharing of passwords or accounts is strictly prohibited. Web page HOSTING and CACHEING are services prohibited with your retail Internet access service.

LIMITATION OF LIABILITY

THE CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER THE COMPANY, LICENSERS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

NEITHER THE COMPANY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING, THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY. Any Company liability to Customer for any damages of any kind under this agreement shall not exceed, in amount, a sum equivalent to the days of outage prorated over the monthly fee. In no event shall the Company be liable for an outage of less than 24 hours.

INDEMNIFICATION

The Customer warrants that its use of the services will not violate any law, or violate or infringe upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights and the rights against libel, defamation and slander. The Customer agrees to indemnify and hold the Company and its parent, successors, assigns, agents and licenses harmless from any claim, demand, liability, cost and expense, including reasonable attorney's fees and expenses, or connected with any breach or violation by Customer of any terms and conditions set forth in this Agreement, the Acceptable Use Policy and Customer's use of services.

SERVICE SUSPENSION or TERMINATION

The Company may suspend or terminate service if Customer fails to pay any delinquent charges within 10 days after written notice of termination; or if Customer fails, within 10 days after written notice, to comply with this Agreement. The Company may, without notice, immediately discontinue or cancel service for violation of any regulation, rule, or law of any governmental authority. The Company reserves the right to disconnect services at any time if fraudulent usage is suspected or the customer violates the Acceptable Use Policy and Customers use of the services is causing damage to or degradation of the Company's system.

RECONNECTION FEE

If Customer's services are terminated due to a violation by Customer of any of the terms and conditions contained in this Agreement and the Company subsequently agrees to reconnect services, the Customer agrees to pay a \$30.00 reconnection fee.

FORCE MAJEURE

If the Company's performance of any obligation under this agreement is prevented, restricted or interfered with by causes including failure or malfunction of Customer-supplied equipment, acts of God, explosions, vandalism, cable cuts, storms, fires, flood or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency instrumentality, or of any civil or military authority, then the Company shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. The Company shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

REPRESENTATION AND WARRANTY OF CUSTOMER

If Customer is an individual, Customer represents and warrants that he is more than 18 years old and has the capacity to enter into contracts without the consent or approval of any other person, and if Customer is an entity, Customer represents that it is duly organized and in good standing in the jurisdiction of its organization, and that the execution and delivery by the Customer of this Agreement and the performance by the Customer of its obligations hereunder have been duly authorized.

ENTIRE AGREEMENT

These Terms and Conditions contain the entire agreement and understanding concerning the services. These Terms and Conditions and the Acceptable Use Policy may be modified at any time hereafter by the Company. The Company will notify you of any such changes by posting a notice via U.S. Mail. Customer's continued use of services following such notice constitutes acceptance of all of such changes.

Signature: _____ Date: ____/____/____

Customer Name: _____ Phone Number: _____