

**INLAND TELEPHONE COMPANY (d/b/a INLAND NETWORKS)
BUSINESS RATE SERVICE CONTRACT**

THIS SPECIAL SERVICE CONTRACT (“Agreement”) is made this ____ day of _____, 20____,
between Inland Telephone Company (d/b/a Inland Networks) (“INLAND”), a Washington corporation, located at
103 S. 2nd St., Roslyn, Washington and _____
 (“Subscriber”), with a billing address of _____
and a service address of _____.

INLAND is a purveyor of communications services in upper Kittitas County. INLAND undertakes to provide Internet service under the terms and conditions and at the rates and charges specified herein.

TERMS AND CONDITIONS

1. ELIGIBILITY – For purposes of this Agreement, a Business Customer (“Subscriber”) must be a registered business with a state government or the federal government. All services, including those contemplated by this Agreement, that are provided by INLAND are contingent upon the Subscriber’s credit worthiness and whether the SERVICE is available to the Subscriber within the INLAND service area. With these contingencies, this Agreement is available to all new and existing Business Customers of INLAND. If Subscriber has had any INLAND service but has been disconnected for non-payment within the last Six (6) months, Subscriber is deemed **ineligible for this Agreement**, unless all past due amounts are paid to INLAND or its collection agent as applicable. No other promotions or discounts can be applied to this Agreement. The Subscriber has completed a Customer Information Form and an application for Internet service.

2. AGREEMENT - Subscriber agrees to purchase from INLAND and INLAND agrees to provide, consecutive months of Internet Service (“SERVICE”), where available, at a speed and charge as selected by Subscriber below. Subscriber fully understands that the Internet service rates provided below are for the SERVICE **only** and that there may be an additional rental charge for equipment (e.g. Router), Static IP address, or any other additions to the SERVICE. Subscriber fully understands that the SERVICE is a retail service and shall not be re-sold or shared with another residence, business, or individual not visiting the service address. Subscriber acknowledges fully reading and understanding what is included in the SERVICE and has chosen (please check one):

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 10/10 - \$45 per month (Full Rate)/\$35 per month for the first twelve months |
| <input type="checkbox"/> | 20/20 - \$60 per month (Full Rate)/\$40 per month for the first twelve months |
| <input type="checkbox"/> | 50/50 - \$70 per month (Full Rate)/\$47 per month for the first twelve months |
| <input type="checkbox"/> | 100/100 - \$80 per month (Full Rate)/\$54 per month for the first twelve months |
| <input type="checkbox"/> | 200/200 - \$90 per month (Full Rate)/\$60 per month for the first twelve months |
| <input type="checkbox"/> | 500/500 - \$100 per month (Full Rate)/\$67 per month for the first twelve months |
| <input type="checkbox"/> | 1000/1000 - \$250 per month (Full Rate)/\$175 per month for the first twelve months |

(Initial).

3. TERM - The commencement date shall be determined by the actual installation date. The termination of this Agreement shall be twenty-four months from the commencement date, except when the conditions under Section 5 apply.

4. CHARGES AND PAYMENT

- A)** Subscriber fully understands that all prices for SERVICE or equipment reflected this Agreement, does not reflect any applicable regulatory fees, federal, state and local taxes, charges and surcharges that may be applied on the monthly billing statement.
- B)** Subscriber fully understands and agrees that their monthly payments are for SERVICE; Static IP, equipment rental and other additions as applicable.

C) INLAND agrees to waive the ISP installation fee of One Hundred-Twenty Dollars (\$120.00) if the SERVICE is purchased for twenty-four (24) consecutive months, except as the conditions under Section 5 apply. Installation DOES NOT include a new service drop, additional inside wiring, or additional wall jacks within the premises. A new service drop may be installed at no additional charge if deemed necessary at INLAND's sole discretion. Any additional installation shall be billed at INLAND's going rates.

D) Subscriber fully understands that the rate that appears on their bill for the SERVICE each month for the first year shall be the discounted rate plus any applicable regulatory fees, federal, state and local taxes, charges or surcharges and will change to the full rate for the SERVICE after the first year.

E) Payment is due on or before the delinquent date, stated on the Subscriber's monthly bill.

F) Any acceptance by INLAND of less than the full amount of any payment due from Subscriber shall not be deemed an accord and satisfaction or compromise of such payment. Subscriber fully understands that payment of less than the full amount of any payment due from Subscriber will be first applied toward any equipment rental and then the SERVICE.

5. TERMINATION

A) Upon the completion of the TERM, SERVICE will continue to be provided by INLAND at the applicable full rate for the SERVICE Subscriber has ordered until such time that Subscriber notifies INLAND, either verbally or in writing, that SERVICE should be discontinued.

B) *If Subscriber discontinues SERVICE prior to the completion of the TERM (Early Termination) or any breach of this Agreement, Subscriber will, as applicable: (i) be charged for the difference in the discounted rate and the applicable full rate; (ii) be charged the waived ISP installation fee of One Hundred-Twenty Dollars (\$120.00); (iii) be charged the applicable regular monthly rate for the remaining TERM for the SERVICE; and, (iv) be charged an administration fee of Fifty Dollars (\$50.00).*

C) This Agreement will automatically terminate and service will be suspended if Subscriber's account is over **Thirty (30) days past due** and the account will be treated as an early termination subject to the above section 5. B); however, if full payment is made within Seven (7) days of the account suspension, this Agreement will remain fully enforceable by both parties.

D) Any unpaid balances will be sent to collections, pursued and prosecuted to the full extent of the laws of the State of Washington.

6. **DEPOSITS** – If a deposit is required by INLAND, the Subscriber shall make a deposit to be held by INLAND as a guarantee of the payment of charges. The amount of this deposit shall be reasonably determined by INLAND at its sole option. Upon termination of Service, INLAND may apply said deposit against Subscriber's final bill; any excess deposit amount shall be refunded.

7. **LIMITATION OF LIABILITY** – INLAND, in its sole discretion, may make additions, deletions or modifications to its SERVICE. INLAND may provide Subscriber with Service credit for any outages or interruption exceeding Twenty-Four (24) hours, however, INLAND's liability, if any, to Subscriber for any mistake, omission, interruption, delay, error, defect or other failure in its operation of the SERVICE or equipment, regardless of the theory, whether in contract, tort, strict liability or otherwise, shall in no event exceed the amount of INLAND's prorated monthly charge to Subscriber for Service during the period so affected. INLAND shall in no event be liable for interruptions or delays in transmission when caused by "Acts of God", fire, war, riots, government authorities, environmental or terrain factors, or other causes beyond INLAND's reasonable control. Any interruptions in service must be reported to INLAND.

8. **MISCELLANEOUS** – The terms and conditions stated in this Agreement do not supersede any terms and conditions contained in the Inland Internet Acceptable Use Policy. Subscriber fully understands and agrees to the terms and conditions contained in the Inland Internet Acceptable Use Policy. The SERVICE is a retail service and shall not be re-sold or shared. Subscriber agrees not to assign their rights and obligations under this Agreement in whole or in part without prior written approval from INLAND, and that any attempt to do so constitutes a violation of the terms and conditions of this Agreement, for which INLAND may terminate SERVICE. Subscriber is not to act as an agent for, or legal representative of INLAND, nor shall Subscriber have the authority or apparent authority to assume or create any obligation on behalf of, or in the name of, or that shall be binding upon, INLAND. The Subscriber agrees to pay INLAND any attorney's fees incurred by it due to the Subscriber's breach of any of the terms and conditions contained herein. INLAND and Subscriber each waive, to the fullest extent allowed by law, any trial by jury. Instead, a judge will decide any dispute. The validity, construction and performance of this Agreement shall be governed by and

interpreted in accordance with the laws of the State of Washington. If any part of this Agreement is held invalid, that will not have any effect on any other part, unless Subscriber's or INLAND's rights or obligations are materially impaired.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

INLAND TELEPHONE COMPANY (d/b/a Inland Networks)

Authorized Customer Service Representative

Signature

(Printed)

(Printed)

(Date)

Signature

(Printed)

(Date)