

**Business Service Agreement**  
**Walkabout Communications, L.L.C.**

**Powered by:**  
**Utah Broadband, LLC**

**1. INSTALLATION AND SERVICES.**

- a. You hereby authorize Utah Broadband, LLC (the "Service Provider") and/or its authorized contractors to install an antenna, modem, software, wiring and other equipment (the "Equipment") at your home or office (the "Premises") necessary to provide Internet service (the "Services").
- b. Any custom installation work that you request, including placing cable carpet, through cabinets, through interior walls or inside molding, may require additional charges.
- c. Service Provider will not be liable for any alterations to the Premises that result from the installation or removal of the Equipment, including, but not limited to, holes in walls, cable wiring or antenna mounting brackets.
- d. You warrant that you are at least 18 years of age and that you own the Premises, or have received permission from the owner of the Premises to make any changes to the Premises needed to install the Equipment and receive the Services. Additionally, it is your obligation to confirm that the placement of the antenna on the Premises is not in violation of any restrictive covenants, conditions or homeowners restrictions.
- e. You agree to allow Service Provider or its contractor's access to the Premises to perform installation, repair or maintenance services in support of the Services.
- f. Service Provider assumes no responsibility or liability for interruption of the Services.
- g. Service Provider may revise, modify or discontinue any or all aspects of the Services, including but not limited to service and Equipment prices, any applicable tariffs, and any terms of this Agreement.
- h. Notice to you of any revisions or modifications will consist of updating the terms on the Service Provider web site or sending you an email.

**2. PAYMENT TERMS.**

- a. Service Provider will provide the Services to you subject to this Agreement, and you agree to pay for the Services when due by Visa, MasterCard or American Express.
- b. Your first month's Service fee and Installation are due upon contract signing.
- c. Installation charges are due immediately upon completion of installation.
- d. You authorize Service Provider to perform a credit check prior to providing the Services.
- e. If you fail to pay all valid charges for the Services and all other fees when due, Service Provider may charge you interest on those charges.
- f. If you fail to pay any amounts owing to Service Provider within 30 days, Service Provider will have the absolute right to disconnect the Services without notice. Upon disconnect, you agree to immediately pay all amounts owing to Service Provider.
- g. Service Provider has the right to charge you full retail price of the Equipment and a \$50 recovery fee for any damage to the Equipment resulting from your abuse or negligence as determined solely by Service Provider.

**3. TERM AND TERMINATION; TERMINATION FEE.**

- a. This Agreement will have a twelve (12) month initial Term.
- b. At the end of the initial Term, this Agreement will automatically renew for successive one-month periods unless you advise Service Provider in writing that you wish to terminate the Services.
- c. If you terminate this Agreement before the end of the initial Term, you agree to pay Service Provider a termination fee of the total sum of all payments due under the terms of the contract (the "Termination Fee") divided by the number of months in the Term multiplied by the number of months remaining in the Term at the time of termination.
- d. Service Provider has the right to recover all Equipment provided by Service Provider, but is under no obligation to do so. You will cooperate fully with Service Provider to allow them to recover any and all Equipment related to the Services during regular business hours.
- e. If you move out of the Premises prior to the conclusion of the initial Term, Service Provider may terminate this Agreement, disconnect the Services, and recover all Equipment related to the Services and you will be liable for the Termination Fee.
- f. You have three (3) days from the date you sign this contract to cancel without penalty. Any cancellation or termination after installation and before the completion of the initial Term will be subject to the Termination Fee listed in section 3 (c).

**4. LIMITED WARRANTY, SERVICE AND REPAIRS.**

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- a. Service Provider will replace faulty Equipment originally provided and owned by Service Provider during the initial Term.
- b. This warranty excludes any damage to Equipment resulting from abuse or negligence on your part as determined solely by Service Provider.
- c. This warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
- d. If Service Provider damages the Premises during the Services installation or maintenance, Service Provider will compensate the owner of the Premises for reasonable, actual and documented costs of necessary repair, not to exceed \$500.
- e. Service Provider hires subcontractors and independent contractors to perform all aspects of installation and repairs of the broadband system. Service Provider is not liable for any death, injury or damages which may or does result from the work performed by these subcontractors and independent contractors.

**5. INTERNET ACCESS.**

- a. You hereby agree to abide by Service Provider's Acceptable Use Policy. The Policy is set forth in full on Utah Broadband's website at [www.utahbroadband.com](http://www.utahbroadband.com).
- b. You access the materials on the Internet at your own risk.
- c. Service Provider may deny you access to all or part of the Services without notice if you breach this Agreement, including, but not limited to, Service Provider's Acceptable Use Policy.
- d. You agree to comply with any bandwidth usage (transfer rates) or other limitations on the Services set by Service Provider in its sole discretion. You will be billed according to the schedule in Section 7(b) for exceeding any of the limitations set on your service.
- e. Service Provider's network gathers information about Internet usage such as the sites visited, session lengths, bit rates, and number of messages and bytes passed. Service Provider uses this information in the aggregate. Service Provider may share this aggregated information with other parties from time to time. Service Provider collects and uses personally identifiable information obtained from you and from other sources for billing purposes, to provide and change service, to anticipate and resolve problems with your service, or to identify, create and inform you of products and services that better meet your needs. Service Provider will not use or disclose any personally identifiable information regarding Internet usage unless compelled by a court order or subpoena; you consent to the use or disclosure, or to protect Service Provider's broadband services and facilities.

**6. LIMITATION OF LIABILITY.**

- a. NEITHER SERVICE PROVIDER NOR ITS SUBCONTRACTORS WILL BE LIABLE FOR ANY LOSS OF DATA OR DAMAGE TO HARDWARE THAT OCCURS DURING INSTALLATION OF OR ANY SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF SERVICE PROVIDER'S BROADBAND SERVICE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO COMPLETELY BACKUP YOUR COMPUTER PRIOR TO INSTALLATION. YOU FURTHER AGREE THAT SERVICE PROVIDER AND/OR ITS SUBCONTRACTORS ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH YOUR COMPUTER FOLLOWING THE INSTALLATION OF OR ANY SUBSEQUENT SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF SERVICE PROVIDER'S SERVICE.
- b. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES RESULTING FROM THE INSTALLATION OF EQUIPMENT AND YOUR USE OF THE SERVICES, INCLUDING SERVICE PROVIDER'S OR ITS SUBCONTRACTOR'S NEGLIGENCE, WILL BE LIMITED TO FEES PAID TO SERVICE PROVIDER UP TO THE TIME THE DAMAGE IS DISCOVERED.
- c. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SERVICE PROVIDER NOR ITS AFFILIATES WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- d. YOU ARE RESPONSIBLE FOR ALL SECURITY FOR YOUR COMPUTERS, FILES, PROGRAMS, TRANSMISSIONS, ETC. SERVICE PROVIDER, ITS AFFILIATES AND ITS SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY SECURITY BREACHES ON YOUR SYSTEMS.
- e. SERVICE PROVIDER, ITS AFFILIATES AND ITS SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL

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DAMAGES OF ANY NATURE, INCLUDING PERSONAL INJURIES, PROPERTY DAMAGE OR LOSS OF BUSINESS, THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF OFFERS, CLAIMS, REPRESENTATIONS, PROMOTIONS AND TRANSACTIONS, INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE INTERNET OR THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE.

- f. You agree to indemnify, defend and hold Service Provider, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the Equipment and/or the Services by you or any authorized user of your account, including the placement or transmission of any message, information, software or other materials on the Internet.
- g. These limitations on liability and indemnification provisions inure to the benefit of and apply to: (1) any successor to Service Provider's business by way of merger, purchase of assets, or operation of law; and (2) any subcontractor performing work on behalf of Service Provider.

**7. DESIRED SERVICES.**

- a. Please circle the desired service listed below:

Burstable Speeds measured in 000's of kilobits per second					
	256kbs	512kbs	768kbs	1024kbs	T1
Small/Home Office (10 Gig Transfer)	\$70/month	\$90/month	\$120/month	\$150/month	\$200/month
Business (13 Gig Transfer)	\$90/month	\$120/month	\$150/month	\$200/month	\$250/month
Premium (Unlimited Transfer)	\$150/month	\$200/month	\$250/month	\$300/month	\$450/month

- b. Service includes specified transfer rates per month. If you exceed the transfer rate, you will be charged \$15 per gigabyte. For example, if you choose the Business Plan and transfer 14.3 gig in a given month, you will be charged \$30 extra on the following month's bill.
- c. Installation costs are as follows:
  - i. \$500 plus tax, payable upon installation completion.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address of the Premises

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Daytime Phone

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**Automatic Credit Card Billing Authorization Form**

To process your payment, all requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization in writing upon termination of your service, subject to the terms and conditions of your Residential Customer Agreement.

**Customer Information (To be completed by merchant)**

Customer name: \_\_\_\_\_ Phone: \_\_\_\_\_

Company name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address (Where your statement will be sent) \_\_\_\_\_

**Payment Information ( To be completed by merchant)**

I authorize Utah Broadband to automatically bill the card listed below as specified:

Amount: \$ \_\_\_\_\_ Frequency:  Monthly

Start billing on: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ End billing when:  Customer provides written cancellation

**Credit Card Information (To be completed by customer)**

Utah Broadband accepts the following credit cards: **Visa, MasterCard, American Express**

Credit card type: \_\_\_\_\_ Credit card number \_\_\_\_\_ Expires: \_\_\_\_\_ / \_\_\_\_\_

Cardholder's name: (as shown on credit card) \_\_\_\_\_ Cardholders **City & Zip** code (from credit card billing address) \_\_\_\_\_

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>For Office Use Only</b>			
Residential	Economy	Business	Premium
Speed:	Location:		
Installation Costs:			
Equipment Costs:			
Other Costs (Rent):			
Taxes:			
First Month:			
<b>Total:</b>			
<b>Payment Method:</b>			

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