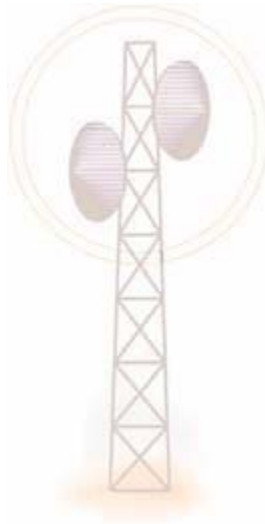




FIRECRACKER

Ultra Speed Wireless Dedicated Access



1212 West Main Street, Richmond, KY 40475 859.623.1500



Quote Dedicated Wireless Point to Point

Confidential

NOTES:

- This quote does NOT include ROUTER.
- This quote DOES include radio and antenna.
- Radio is maintained by, and remains the property of Chapel Communications.

Equipment Suggested:

Can be supplied by Chapel

- Firecracker Wireless Radio supplied by Chapel (Estimated Cost \$0)
- Network cards for each PC to be connected. (Estimated Cost 79.00 each)
- Netgear Router (Estimated Cost \$129.00)
- Microsoft Operating System (Windows 2003 or XP suggested.)



Chapel Communications, Inc.

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

Service Agreement

This Service Agreement (the "Agreement") between Chapel ("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 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 and shall accelerate all remaining fees due. The bandwidth and pricing shall be determined as specified in Schedule A.
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 to Customer in accordance with the Chapel Terms and Conditions of Service. All payments are due and payable on the 1st day of each month.
3. Warranty Disclaimer: CHAPEL'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.

YOU ACKNOWLEDGE THAT, WITH RESPECT TO ANY EQUIPMENT, THE COMPANY'S NETWORK OF ANY SERVICE PROVIDED THEREBY, CHAPEL 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 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.

PRINT CUSTOMER NAME _____

SIGNATURE _____ DATE _____

MOBILE NUMBER _____ ACCOUNT NO. _____

DOMAIN NAME _____

SUBSCRIBED SERVICES: **See Schedule A**



SCHEDULE A

Billing Options

SPEED

Residential Access _____ \$ _____
 Commercial Access _____

One Time Fees:

Install Fees \$ _____

Additional IP Addresses (1 IP address provided by default)
 _____ - Total number of needed IP addresses in addition to initial 30 \$ _____

Recurring Cycle and Fees:

Billing Cycle: **Monthly. See term # 3**

TOTALS:

One-Time \$ _____

Recurring See Current Quote \$ _____

Term and Conditions

1. This agreement is for the term of 12 months beginning from the first of the next month after the date of initial circuit turn up unless terminated sooner by violation of terms and conditions.
2. First billing may contain prorated amounts if initial circuit turn up date is after the first day of the month.
3. All billing is one month in advance and due on the 1st day of the month prior to service. If the 1st falls on a weekend and/or holiday then the due date is the first business day prior to the weekend and/or holiday.
4. Any invoices not paid by due date is subject to a finance charge of 1.5% or the highest amount allowed by law and a reactivation fee of \$250 will also be charged if the account is placed on hold. Customer will remain responsible for payment for the duration of this agreement even if the account is placed on hold or terminated before the termination date.



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5. Circuit extensions or relocation will have a fee of \$200 for each occurrence.
6. Customer agrees not to use the service in a way that will violate any items in the "Acceptable Use Policy" found at <http://chapel.us/policy>
7. Customer is responsible for all equipment and installation and/or outsourcing installation to third party that falls outside the actual wireless circuit.
8. Chapel Communications will be responsible for coordinating circuit installation on all required orders.
9. Customer may NOT host World-Wide Web sites on behalf of third parties without the approval of Chapel. Any sites that are approved and hosted by customer MUST adhere to the policy statement and terms of usage referenced above, specifically NO ADULT MATERIAL may be hosted on any Chapel circuit. In addition, Customer may not send any postings from that third party, including, but not limited to, electronic mail, through the service. Any other third party traffic, including packet access and electronic mail, whether sent or received through Customer's facilities by or on behalf of a third party through the Service, is expressly prohibited. This rule is designed to follow KY law relating to SPAM or Unsolicited Commercial E-mail.
10. Customer will be responsible for all security issues related to this service.
11. Customer agrees to indemnify and hold Chapel harmless from any and all claims, expenses, and damages arising out of this agreement.
12. Customer will abide by all terms of current **Chapel Appropriate Use Policy** as may be amended from time to time.
13. Customer shall be fully responsible for all content that they may place on the Internet for viewing by the public as well as hold themselves fully responsible for all content that their users may view using the Chapel circuit with or without their permission. Chapel provides full-uncensored access to the Internet. Customer should be aware that the Internet contains information and content that can be offensive.

I certify that I have read the terms and conditions of this agreement, and, do hereby attest that said I **and/or** my organization will abide by them.

Signature

Name (Print)

Date : _____



Dedicated Installation Worksheet

Customer Information

Please print in blue Ink.

Business _____

_____ Date (MM/DD/YYYY)

Install Address:

_____ Area Code & Phone

Address _____

_____ Area Code & Fax

Address _____

_____ Domain Name (i.e. xyz.com)

City _____ State _____ Zip _____

_____ Special Instructions:

Billing Address:

Address _____

City _____ State _____ Zip _____

Contacts

Primary Billing:

Last Name _____ First Name _____

_____ Area Code & Phone

_____ Email Address

Primary Technical:

Last Name _____ First Name _____

_____ Area Code & Phone

_____ Email Address

Please allow 30-60 days for complete circuit installation.



SPECIAL CONDITIONS OR NOTES:

Customer shall initial each Note and sign the bottom.

Customer Signature for Notes Page

Date : _____