## **AdamsWells Telecom Phone Service Contract**

## 1 Year Service Agreement

The undersigned customer hereby acknowledges its order for services and equipment shown below. Also shown are the non-recurring charges and the rates applicable to the payment period selected by the customer. The undersigned also authorizes the Sales Representative designated below to obtain copies of network service and billing records, and to order and handle negotiations for installation and coordination of Network Services provided by AdamsWells Telecom, ("ADAMSWELLS").

This agreement is intended to serve as a written record of the undersigned customer's selection of the indicated rate option now available under the tariff. The customer should retain a copy for future reference. Customer expressly acknowledges this agreement is confidential and proprietary. Customer shall not disclose the content of this agreement with any third party without the written consent of ADAMSWELLS.

It is understood that the tariff in all respects controls the terms and conditions under which the service is provided. The payment option indicated will apply for the time period shown and will not be subject to any ADAMSWELLS initiated rate change during that time period.

It is understood that upon the expiration of the time period selected (or sooner), the customer may elect to continue with any available pricing option for any additional term then available under the tariff. If no additional or renewal payment option is selected, the service charges will, at the end of the present payment period, revert to the month-to-month rates in effect at that time pursuant to the tariff.

In the event that any item of service is canceled prior to installation, or installation is delayed by the customer, or service is terminated prior to the expiration of the elected term of months, then the applicable cancellation, delay or termination charges will become due as provided in the tariff.

Charges not associated with the Telecommunications Service Recurring Charge Option are any services and/or equipment not under this agreement and which are subject to terms and conditions contained in separate agreements, if any. Customer is responsible for any federal, state or local taxes, end user charges, assessments or user fees levied during the contract period for any of the services and equipment ordered.

The minimum period of service is 12 months. After 12 months all services may be discontinued without a termination charge. Changes to this service, whether by addition or down-grade, may affect the rates you have selected. In the event of any delay of installation caused by the customer or cancellation of the order after costs have been incurred by ADAMSWELLS, those costs may become immediately payable, as more specifically covered in the tariff. In the event that any item of service is terminated prior to expiration of the payment period elected by the customer, a termination charge will become due, as provided in the tariff. A termination of service will occur when there is a move to a new location with an interruption of service or when equipment is removed, changed, downgraded, or substituted or if the customer fails to make timely payment when invoiced by ADAMSWELLS.

Customers disconnected for any reason, please note the following requirements:

- 1. A \$39.95 connection fee plus 1<sup>st</sup> month in advance will be required before service is ordered.
- 2. 12 month contract will be in place.

Termination charges are as follows:

## **Contract Period**

## **Termination Option**

12 Months 100% of the monthly charge for the remaining portion of the contract period