



Flexible Business Bundle Agreement

This Contract, by and between KPU Telecommunications and:

Customer _____

Service Address _____

Main Billing Number _____ Effective Date _____

KPU Telecommunications will provide the following services as ordered by the Customer under this contract. Service descriptions and other provisions relating to the services will be set forth in this Contract and Order for Services, including general terms and conditions of service.

1. Definitions:

- A. "Effective Date" is the date on which the last party signs this contract.
- B. "Service" means collectively all of the service components the customer orders under this contract, as more fully described below.
- C. "Service Activation Date" means the date the service and/or service component is activated and available for customer use.

2. Terms of the Contract, Renewal and Billing: The term of this contract is:

- A) One Year _____ B) Two Years _____ C) Three Years _____ D) Four Years _____ E) Five Years _____

The effective date of this contract is upon signature by both parties. The term, discounts and rates commence beginning with the effective date of this contract.

- D. All service components have an initial service period of at least one year.
- E. After the initial service period, a service component shall continue on a month-to-month basis unless either party provides the other written notice that it does not desire to renew such service component. If a party does not wish to renew, they must notify the other party in writing within thirty days prior to the last day of the applicable initial service period or renewal period.
- F. Unless otherwise specified in the Contract or Quotation, billing for any service component ordered by the customer will begin on the service activation date of the service. However, if by customer's actions or omissions, the service activation date does not occur by the scheduled service activation date, billing will begin on the day after the scheduled service activation date for such service.

3. Discount Rates: The discount rates for this contract are:

Term Commitment	Percentage Discount
1 Year	10%
2 Year	15%
3 Year	20%
4 Year	25%
5 Year	33%

4. Termination: The customer may terminate the contract under one of the following provisions (A) or (B) without incurring termination charges.

- a. In the event of a breach of any material term or condition of this contract or the underlying service description in the service quotation by KPU where such failure continues unremedied for thirty (30) days after receipt of written notice by KPU Telecommunications.
- b. Prior to the end of the contract term, provided the customer (1) is current in payment to KPU for services provided; (2) replaces the service with another equal or greater service with an equal or greater term from KPU; if the customer is terminating more than one service concurrent with the termination of this service, the new service must have a revenue commitment equal or greater than the previous services in order to avoid a shortfall charge. In the event of a termination of this contract either by the customer for its convenience (other than for A or B above), and other than for cause, then the customer must pay a termination amount equal to the prior 12 months of credit, or if termination occurs before the end of 12 months, equal to the total credit applied to their account under this plan.

5. Description of Services Covered by Term and Guaranteed Value Program
 - a. All Business Local Service Savings Plans
 - b. All Business Special Circuits
 - c. All Business Lines and Features
 - d. All Business Internet Plans
 - e. All Optical Wide Area Network (OWAN) Circuits
6. Pricing: The discounts will be taken off of the normal tariffed rate for eligible services as listed in the Ketchikan Municipal Code, Chapter, 11.12, as may be modified from time to time. The discounts do not apply to any applicable taxes and/or regulatory charges.
7. Suitability: KPU makes no warranties as to merchantability or as to the fitness or suitability of the equipment, materials, workmanship, or timeliness of installation, maintenance, repairs or replacement of telephone equipment purchased from outside vendors. KPU does not warrant the suitability of this service for any specific purpose other than as a telecommunications service system to include the features and functions as presented. KPU will make reasonable adjustments to the service and equipment in order to provide satisfactory functionality at the customer's premise.
8. Upgrades and Expansion of Service: Line and feature services are designed to be upgradeable, as the customer's needs increase. Up to the capacity limit of a particular service level, lines may be added for growth. Beyond the capacity limit, the customer may order additional lines/features without penalty as to term or discount.
9. Limitation of Liability: KPU's liability, whether arising from the sale of lines and features, the installation of lines and features, equipment; the installation of equipment; the repair, maintenance or replacement of equipment or any parts thereof or any obligation, act or omission, of KPU arising from or related to this sale shall not under any circumstances exceed the return of the amount of the purchase price paid by the customer, regardless of whether such liability arises in contract, in tort, under warranty, in negligence or otherwise. Under no circumstances shall KPU be liable for special, indirect or consequential damages. The customer shall have no claim against KPU for any costs, injuries, death, wages, lost profits, down time, lost business or other damages even if such costs, injuries, death, wages, lost profits, down time, lost business or other damages are caused by defective, inadequate or unsuitable equipment or parts; defective, delayed, negligent or otherwise installation of the equipment; or defective, delayed, negligent or otherwise inadequate maintenance, repair, inspection or replacement of the equipment or parts. The price stated for the services in the quotation is a consideration in limiting seller's liability. No action arising out of or relating to this Contract and Order may be brought by the Customer more than one (1) year after the cause of action has occurred.

Responsibilities of the Parties: Customer agrees to be bound by this Contract and Order for lines, features and services and shall assure that users are trained and comply with instructions and specifications for the use of the service and service components. Customer agrees to return any KPU-owned equipment installed at customer premise upon termination of the service. KPU Telecommunications shall use reasonable efforts in providing and maintaining such service. KPU shall only be responsible for the effects of any outage or interruption of service to the extent of the amount billed for the affected utility service that was interrupted or out of service as further described in Section 11.12.080 of the Ketchikan Municipal Code.

This Contract and Chapter 11.12 of the Ketchikan Municipal Code constitutes the entire agreement for services. In the event of a conflict among terms, this Contract and Chapter 11.12 of the Ketchikan Municipal Code shall be the controlling agreement between the Customer and KPU Telecommunications.

Agreed: _____

Agreed: _____

Customer: _____

KPU Telecommunications _____

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

Return to:
KPU Telecommunications
2417 Tongass Ave., Ste. 119D
Ketchikan, AK 99901