

NORTHLAND COMMUNICATIONS BUSINESS CLASS SERVICES
TERMS AND CONDITIONS

These Terms and Conditions of Business Class Services (the "Terms and Conditions"), along with your Business Class Services Service Order Agreement, constitute the terms and conditions (collectively known herein as the "Subscriber Agreement") governing your use of Northland's services (the "Service(s)"). These Terms and Conditions also contain important information regarding your privacy rights. Some of the information contained herein may also be found at Northland's website, www.yournorthland.com. Northland reserves the right to amend any of the terms and conditions set forth or incorporated by reference herein, from time to time as it deems necessary, with such changes being effective as to all use of the Services from and after the effective date. The effective date is stated at the bottom of these Terms and Conditions. If you find any amendments to these Terms and Conditions unacceptable, you may cancel your Service by notifying us of your intent to terminate no later than thirty (30) days after the effective date of such change. Thereafter, any termination shall be subject to any applicable early termination fees. Your continued use of the Service(s) shall be your acceptance of these Terms and Conditions and any amendments thereto. Any questions regarding your privacy rights or these Terms and Conditions may be directed to Northland Communications Corporation, 101 Stewart Street, Suite 700, Seattle, Washington 98101, Attn: Legal Department.

Definitions: As used herein, the following words shall have the following assigned meanings, whether used in either lowercase or uppercase:

"We," "Northland," "us," or "our" means Northland Communications Corporation dba Northland Communications, its affiliates, employees, successors, assigns and authorized agents.

"You" or "your" means a Customer who subscribes to Northland's Service(s).

"User" means a person who uses the Service(s).

"Customer" means the parties and/or entities signatory to the Northland Business Class Services Order

"Equipment" means one or more of the following: cable modem, coaxial cable, or any other device installed in or around your Business, or provided by us, necessary or convenient for you to receive video programming, Internet connectivity, digital phone or other Service(s). Inside wiring is not Equipment.

"Business" means the place of business, including a building, single office or any other type of commercial property or location of business where the Service(s) are installed.

"Hourly service charge" means the hourly charge you pay us for certain services.

"Initial Term" means your initial term of commitment to subscribe to Service(s). (A minimum Initial Term may be required to receive Special Offers).

"Inside wire" or "inside wiring" means the cable that runs inside your Business to a point 12 inches outside of your Business, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

"Installed" means either installed or activated.

"Physical Address" means the physical address or addresses where you receive Service(s).

"Special Offer" means a promotional offering of Service(s) subject to certain conditions and/or restrictions.

A. Privacy Policy.

1. **Customer's Privacy Rights.** Your privacy, including the ability to limit disclosure of certain information to third parties, is addressed by, among other laws, the Telecommunications Act of 1996 (the "Cable Act") and the federal Electronic Communications Privacy Act (the "Privacy Act"). You have a right to know Northland's policy regarding the collection, retention and use of personally identifiable information. You also have the right to inspect certain of our records that contain information about you and to correct any error in our information. If you wish to inspect our records, please contact us at the local business office stated on your monthly bill, during regular business hours, to set up an appointment. We reserve the right to charge you for the cost associated with supplying any documents that you request. As required by the Cable Act, we will provide you with a copy of our subscriber privacy policy annually. We may modify our policy at any time. We will notify you of any material changes through written, electronic or other means as permitted by law. If you find the changes unacceptable, you have the right to cancel your Service(s) by notifying us of your intent to terminate no later than 30 days after the effective date of such change. Thereafter, any termination shall be subject to any applicable early termination fees. If you continue to use the Services following notice of the changes, we will consider your continued use to be acceptance of and consent to the changes. If you believe you have been injured by any act of ours in violation of the Cable Act, you may enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws.

2. **Consumer Proprietary Network Information ("CPNI") Policy.** CPNI is defined as follows: (a) information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and (b) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier. We implemented our policy to protect the unauthorized use or disclosure of CPNI as of December 8, 2007, and to assure compliance with the Federal Communications Commission's ("FCC") rules set forth in 47 C.F.R. Part 64, Subpart U, Section 2001 *et seq.*, including, but not limited to, the new rules adopted in *Implementation of the*

Telecommunications Act of 1996: Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information, CC Docket No. 96-115, Report and Order and Further Notice of Proposed Rulemaking, FCC 07-22 (rel. April 2, 2007). In an effort to comply, we have implemented a program on the limitations of use or disclosure of CPNI as governed by federal law and Northland policy.

3. **Information Collection and Use.** Generally, federal law permits us to collect and use personally identifiable information necessary for the business of providing services to customers and to detect unauthorized reception of cable communications. In order to provide reliable, high-quality service and maintain adequate records, we keep regular business records that may include the following personal information about you: your name, address(es), telephone number(s), Social Security Number, driver's license or state-issued identification number, bank account number(s) (if you have authorized automatic payment withdrawals), credit card account number(s) (if you have furnished them to us for payment), billing, payment, deposit, complaint and service records, records of information you have furnished to us, such as the location and number of devices connected to the system, and the Service(s) you have chosen, and other personally identifiable information. We use this information to: sell, maintain, disconnect, reconnect and change your Service(s); make sure that you are being billed properly for the Service(s); maintain financial, accounting, tax, service and property records, including records required by the terms of our franchise; determine your level of satisfaction with the Service(s); enable us to mail you information concerning our Service(s); enable us to conduct market research; detect unauthorized reception, use and abuse of the Service(s); to comply with law; and for other purposes related to the operation and maintenance of the Service(s) and the system generally. We take reasonable precautions to prevent unauthorized access to this information. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use or disclose personally identifiable information.

4. **Information Disclosure.** Federal law allows us to disclose personally identifiable information to a third party if (a) you consent in advance in writing or electronically; (b) necessary to render Service(s) we provide to you and to conduct our related business activities; (c) allowed pursuant to applicable law or legal process; or (d) made in connection with mailing lists as described below. We may make your records available to our affiliates, employees, agents and contractors to install, market, provide, disconnect, reconnect, change the level Service(s), detect unauthorized reception, use and abuse of Service(s) and to audit Service(s) where access to information about you may be needed for the specific job at hand. Access for these purposes is routine and does not occur with any specific frequency. We also may release our customer list to: consumer research organizations to conduct market research; distributors for sending program guides; programmers for marketing and promotions of the various program services carried on our system; programmers and outside auditors to check our records; attorneys and accountants on a continuous basis as necessary to render services to the company; potential purchasers in contemplation of a system sale, and in the event of any sale, the purchaser; franchising authorities to demonstrate compliance with the franchise; mailing services as needed for system-related mailings to customers; collection services if required to collect past-due bills at such time as those bills are submitted for collection; and comply with law.

5. **Mailing Lists.** Federal law also allows us to disclose your name and address for mailing lists and other purposes unless you object. We do not sell our customer list or otherwise disclose it to commercial or charitable users at the present time, although we may make such disclosures in the future. In such case, we will not disclose the extent of your viewing or use of any Service(s) or the nature of any transaction you may make, but we may disclose that you are among those who subscribe to a Service(s). If you do not wish to have your name and address included on a customer list that is disclosed to commercial or charitable users, please contact your local business office.

6. **Information Retention.** Unless there is a legally enforceable order to inspect the information pending, we may destroy customer information that is no longer necessary for the purpose for which it was collected. Information that you have provided us upon installation of Service(s) may be maintained in our management information system for extended periods of time. Information contained in records such as work orders, service records, usage records, accounting and billing records and market research records may be retained for as long as you are a customer, plus additional periods if we believe such information may be necessary or useful in the future.

B. General Terms and Conditions of Service.

1. **Payment for Services.** You are responsible for all charges for the Service(s) in accordance with the terms of the Subscriber Agreement. Charges for Service(s) start the day after Service(s) is installed. Unless otherwise stated in the Subscriber Agreement, the charges for one month's Service(s), and any one time charges such as deposits, installation fees, Construction Fees, Equipment fees are payable at the time Service(s) is installed (collectively "One Time Charges"). Thereafter, we will bill you each month in advance for Service(s). You agree to pay us monthly by the payment due date shown on the bill for such month's Service(s) and for any administrative fees due to late payments, any returned-check fees or other charges due us. Payments made online or electronically may incur additional charges. If you change the Service(s) you receive, we may charge you an upgrade or downgrade fee. We do not extend credit to our customers and the administrative fee is not interest. You agree to pay all taxes, franchise fees and other charges, if any, which are now or may in the future be assessed. When using the Internet, you may also access certain information, products and services of others, for which there may be a third-party charge or fee. You agree that you are solely responsible for all fees or charges for these online services, products or information. If your Service(s) is disconnected because you do not pay your bill by the due date, we may require you to pay all past-due charges, a reconnect fee and a minimum of one month's advance charges before we reconnect your Service. You must bring any billing errors or requests for credit to our attention within six months of the time you receive the bill for which you are seeking correction. If we are required to use any collection agency or

attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs, fees and expenses of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorneys' fees and court costs.

2. Changes in Service(s) and Charges. Subject to any Special Offer or term commitments, we reserve the right to change our Service(s), Equipment, prices and fees at any time. We also may rearrange, delete, add to or otherwise change the Service(s). If the change affects you, we will provide you notice of the change and its effective date. The notice may be provided on your monthly bill, as a bill insert or by other reasonable means including cablecasting the information on our local information channel, posting on the Internet or by email. If you find the change unacceptable, you may cancel your Service by notifying us of your intent to terminate no later than 30 days after the effective date of such change. Thereafter, any termination shall be subject to any applicable early termination fees. If you continue to receive Service(s) after the effective date of the change, we will consider this your acceptance of the change. You may obtain information about our current fees and prices for any Service(s) by calling your local Northland Communications office.

3. Termination of Service. Subject to any early termination fees, you have the right to cancel your Service for any reason at any time by giving us notice. In the event you cancel your Service prior to the expiration of the any term commitment, you agree to repay us, in addition to any other amounts you may owe, the value of all discounts you received and any early termination fees. Unless otherwise stated on the Subscriber Agreement early termination fees shall equal the lesser of one year's service charges or 50% of the amount that would otherwise be due during the remaining term of the Subscriber Agreement, plus payment of all discounts received and any Construction Fees or installation fees advanced by Northland.

4. Equipment; Inside Wiring. As to any Equipment, you acknowledge that we (a) demonstrated that the Equipment was functioning properly; (b) instructed you in its use; and (c) provided you with a copy of these Terms and Conditions. You are responsible for maintaining the security of the Equipment. The Equipment is and at all times shall remain the sole and exclusive property of Northland unless you have purchased it. We may, at our option, supply new or reconditioned Equipment to you. The Equipment may only be used at your business solely for the use of your Business; penalties and damages may result from unauthorized use of the Equipment. If you cease to be our customer, you will be responsible for promptly returning the Equipment to us. You are responsible for preventing the loss of or damage to the Equipment. If the Equipment is damaged, destroyed or stolen, you will be liable for the cost of repair or replacement of the Equipment. The Equipment must be returned to us in working order, normal wear and tear excepted. We do not service computers or any other computer-related equipment which is not owned by us, even if it is attached to the cable or to the Equipment. None of the Equipment, inside wiring or any of our cable placed under, over, on or about your Business or property in connection with the installation of the Equipment and Service(s) shall be deemed fixtures or in any way part of the real property. It may be removed and/or replaced by us, at our option, at any time during the term or on or after the termination of your Service(s). If you voluntarily cancel your Service(s), you may have the option of purchasing the inside wiring owned by us at the per-foot replacement cost of the cable. If you decide not to purchase the inside wiring, we may remove it or abandon it in place, in accordance with applicable rules and regulations or abandon it in place.

5. Access to Customer's Premises. You authorize us to enter your premises, in your or your representative's presence, or enter upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Equipment and Service(s). This authorization includes allowing us to be on your property outside your Business at reasonable times even if you are not at the premises. You authorize us to make connections and perform other tasks we deem necessary or desirable to enable us to provide Service(s) to you. If you are not the owner of your Business location, you acknowledge that you have obtained consent from the owner of the Business location for installation, and you agree to supply us, upon request, with the owner's name and address, and evidence that you are authorized to give us access on the owner's behalf. We will not be liable for any damage, loss or destruction to your Business or any property during installation. If you are the owner of your Business location, you grant us an easement over and across your property to attach our cables and related facilities to any utility pole currently on your property during the term that you are a customer. This easement is in addition to and not in substitution for, any other right we may have to place our cable property in and along any existing easement or right-of-way, regardless of the nature, origin or theory underlying such right.

6. Unauthorized Service and Use of Equipment. We provide Service(s) to you for your internal business use. You agree not to attach any unauthorized device to the cable or Equipment, or, unless otherwise authorized in the Subscriber Agreement, provide any third party access to the Services. If you make any unauthorized connection or modification to the Equipment or any other part of the cable system, you will be in breach of these policies and practices and we may terminate your Service(s) and pursue the other remedies available to us by law.

7. Wiring and Additional Attachments. You may install inside wiring, such as additional wiring and outlets. Regardless of who does the work, the inside wiring within your service location must not interfere with our system's normal operations. With respect to the inside wiring, much of the Equipment and devices necessary to receive our Service(s) are available both from us and other third parties. If you do not purchase or lease such Equipment and devices from us, you are responsible for ensuring that they do not interfere with the cable system's normal operations and other communications systems and devices. For example, you agree not to install anything to intercept or receive, or assist in intercepting or receiving, or which is capable of intercepting or receiving, any Service(s) offered over our system, unless specifically authorized to do so by us, or as may otherwise be specifically authorized by

law. You also agree that you will not attach anything to the inside wiring or Equipment which singly or together results in a degradation of our system's signal quality or strength. You may not attach any device or Equipment to any inside wiring in a way that impairs the integrity of the our system (such as creating signal leakage, which may cause a violation of government regulations, or attaching devices or Equipment, which alone or together, result in a degradation of signal quality). We are entitled to recover damages from you for tampering with any of the Equipment or any other part of our system, or for receiving unauthorized Service(s).

8. **Communications.** Upon activation of your Service(s) with Northland, you will establish an email account with Northland or provide an email address to which Northland may send notices, updates and other information regarding the Service(s) ("Your Email"). You shall maintain Your Email throughout the duration of your use of the Service(s) and shall notify Northland of any changes to Your Email in a timely manner. You are responsible for checking Your Email for any notices that Northland may send to Your Email.

9. **Account, Password and Security.** You may receive a user name, password and account designation regarding your account. You and members of your household, in the case of a personal account, and you and your employees, in the case of a business account, are the only authorized users of your account and all Users must comply with these Terms and Conditions. You must keep any passwords confidential. You must notify Northland within 24 hours of discovering any unauthorized use of your account or unauthorized use of the Service(s). You are responsible for the use of the Service(s), whether or not authorized by you. Usernames, passwords and email addresses provided by Northland are Northland's property and Northland may alter or replace them at any time.

10. **Business Broadband Internet Services Usage Limitations.**

a. **Networking.** As a subscriber to Northland's Business Broadband Internet Service, you may create a local area network behind the modem to connect any number or type of devices that are used in the operation of your Business. Northland reserves the right to restrict or limit the Service(s) in the event Northland determines in its sole and absolute discretion that your usage is excessive. In all cases, unless otherwise agreed in the Subscriber Agreement, your use of the Service(s) shall be solely for your internal business purposes.

b. **Bandwidth and Usage Limitations.** Unless you are subscribing to Northland's Ethernet Fiber Solutions, you may not use your account for high volume use, such as web hosting, high volume media streaming, or file sharing. Email accounts and User websites may at Northland's discretion be limited, transferred to a compressed temporary file or storage, and may be deleted after a period of time. In general, you may not use the Service(s) in any way that places an excessive burden on the network or infrastructure, including bandwidth, data storage or other network limitations. Examples include file sharing, peer to peer activities, streaming media or use of the Service(s) through multiple computers. High volume accounts may be available for such use.

11. **Monitoring the Internet Service.** Northland has no obligation to monitor the Service(s) but may do so and, consistent with its Customer Privacy Policy, may disclose information regarding the use of the Service(s) for any reason if Northland, in its sole discretion, believes that it is reasonable to do so, including, but not limited to the following: to satisfy any laws, regulations or governmental or legal requests; in the operation of the Internet Service; or for the protection of Northland and its Users. Northland may immediately remove your material or information from Northland's servers, in whole or in part, which Northland, in its sole and absolute discretion, determines infringes on another's property rights or violates the AUP.

12. **Software License.** Northland grants you a limited, non-exclusive, non-transferable, personal and non-assignable object code license to use Northland's access software (including software from third-party vendors that Northland may distribute), its associated documentation and any updates thereto that may be provided to you by Northland ("Licensed Programs"), in order to access and utilize the Internet Service, as may be necessary. You agree to use the Licensed Programs solely in conjunction with the Internet Service and for no other purpose. Northland may modify the Licensed Programs at any time, for any reason and without providing notice of such modification to you. The Licensed Programs constitute confidential and proprietary information of Northland and Northland's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws and international treaty provisions. All right, title and interest in and to the Licensed Programs, including associated intellectual property rights, are and shall remain with Northland and Northland's licensors. You shall not translate, decompile, reverse-engineer, distribute, remarket or otherwise dispose of the Licensed Programs or any part thereof. You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Licensed Programs, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

13. **Nondisclosure.** For purposes of the Subscriber Agreement, "Disclosing Party" means the party who has disclosed Confidential Information of such party to the other party, and "Receiving Party" means the party to whom Confidential Information of the other party is disclosed. "Confidential Information" shall mean all technical, economic, business, engineering or other information (including "trade secrets," as defined under applicable law) which is proprietary to the Disclosing Party (or with respect to which the Disclosing Party owes a third party a duty of confidence) and which the Disclosing Party discloses to the Receiving Party, whether before or after the signing of a Subscriber Agreement, and either (i) in tangible form marked as confidential, or (ii) orally, provided that the Disclosing Party identifies such information disclosed orally as being confidential at the time of disclosure and then

promptly confirms the confidential nature of such information in writing to the Receiving Party. Each party acknowledges that, in the course of performance under the Subscriber Agreement, it may receive Confidential Information (as hereinafter defined) of the other party. Neither party shall disclose to any third party or use for any purpose whatsoever, except to the extent required for such party's performance under the Subscriber Agreement or to the extent expressly permitted hereunder, any Confidential Information of the other party. Anything in this Section 13 to the contrary notwithstanding, the obligation of the Receiving Party to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of the Receiving Party; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by the Receiving Party from a third party; (iv) are independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) are lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. This Section 13 shall survive expiration or termination of the Subscriber Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section 13 shall continue (i) with respect to Confidential information of the Disclosing Party which also constitutes "trade secrets," as defined under applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Confidential Information, for a period of three (3) years after the expiration or termination of the Subscriber Agreement or such longer period as may be required by applicable law.

14. Digital Phone Service.

a.. In order to receive Northland's digital phone service (the "Phone Service"), you must be on or interconnected with Northland's network.

b. Business Use of Phone Service and Device; Prohibition on Resale. If you have subscribed to Northland's Phone Service for use at your place of business, the Phone Service and device are provided to you as a business user. This means that you are not to resell or transfer the Phone Service or device to any other person for any purpose, without prior express written permission from Northland. You agree that the Northland business service plans do not confer the right to use the Phone Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Northland reserves the right to immediately terminate or modify your Phone Service, if Northland determines, in its sole discretion, that the Phone Service is being used for any of the aforementioned activities.

c. Prohibited Uses. You agree to use the Phone Service and device only for lawful purposes. This means that you agree not to use the Phone Service for transmitting or receiving any communication or material of any kind when in Northland's sole judgment the transmission, receipt or possession of such communication or material would (a) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (b) encourage conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable local, state, national or international law. Northland reserves the right to terminate your Phone Service immediately and without advance notice if Northland, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at Northland's discretion be immediately charged to your credit card. You are liable for any and all use of the Phone Service and/or device by yourself and by any person making use of the Phone Service or device provided to you and you agree to indemnify and hold harmless Northland against any and all liability for any such use. If Northland, in its sole discretion, believes that you have violated the above restrictions, Northland may forward the objectionable material, as well as your communications with Northland and your personally identifiable information, to the appropriate authorities for investigation and prosecution and you hereby consent to such use, disclosure and/or forwarding.

d. Use of Phone Service and Device by Customers outside the United States. Northland does not presently authorize the use of the Phone Service outside of the United States. Northland makes no warranty express or implied regarding the performance or function of the device if you attempt to use the Phone Service outside of the United States.

e. EMERGENCY SERVICES (911 CALLS). Customer agrees and understands that Northland does not hold itself out as providing emergency 911 services as a replacement to the traditional local wireline 911 services offered over the public switched telecommunications network and wireless 911 services in your local service area. Northland's limited 911-type service is available only on Northland devices and with Northland Services as described herein. You acknowledge and understand that Northland's 911-type dialing (a) requires you to take affirmative steps to activate and properly install the Northland device and to ensure that the information you provide to Northland is accurate, (b) is NOT the same as the 911 emergency services you may receive from traditional landline or wireless service providers, and (c) is different in many significant ways (some, but not necessarily all, of which are described herein) from traditional 911 service. You agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service of the non-availability of traditional 911 and E911 dialing from your Northland Phone Service and device(s). You further agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service as to the differences and limitations of Northland's 911-type dialing service as compared with traditional 911 or E911 dialing that are set forth herein and in any user manual.

f. Description of Northland's 911-Type Service. You acknowledge and understand that neither Northland nor its third-party service providers shall have any responsibility to or liability for provision of the Phone Service and 911-type access if the device is moved outside of your Physical Address. Additionally, even if you do not move your device, Northland cannot guarantee the reliability of the 911-type dialing features offered with your Phone Service. When you dial 911 using your Northland-approved device and Phone Service, your call is generally routed from the Northland network to third-party providers who route the emergency call to the Public Safety Answering Point ("PSAP") or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for Northland Phone Service, your telephone number will correspond to your Physical Address. Your Physical Address, for purposes of your Phone Service, is the location where you receive your Phone Service from Northland. Your Physical Address may or may not be the same as your billing address (where you receive your Northland bill). You acknowledge and understand that it is your responsibility to provide Northland with your proper Physical Address. Northland and its third-party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Physical Address to Northland. When you dial 911 from a Northland device using Northland's Phone Service, you acknowledge and understand that Northland and/or its underlying service providers will endeavor to route your call to the general PSAP or local emergency service personnel (which may not be answered outside business hours) assigned to your telephone number. You acknowledge and understand that you may not be routed to the same 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Northland relies on third parties for the forwarding of information underlying such routing, and accordingly, Northland and its third-party provider(s) hereby disclaim any and all liability or responsibility in the event such information or routing is incorrect. Neither Northland nor its underlying service providers nor their officers or employees may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action arising from or relating to Northland's 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage or loss constitutes gross negligence or intentional misconduct on the part of Northland or its underlying service providers. You agree to indemnify and hold harmless Northland and its third-party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your Northland device or your provision to Northland of incorrect information in connection therewith.

g. Service Outage, Power Failure or Disruption. You acknowledge and understand that 911 dialing will not function in the event of a power failure or disruption. Should there be an interruption in the power supply for any reason whatsoever, the Phone Service and 911 dialing will not function unless and until power is fully restored. A power failure or disruption may require you to reset or reconfigure the Northland device or other Northland equipment at your premises prior to utilizing the Phone Service or 911 dialing.

h. Broadband Service/Internet Service Provider Outage or Termination/Suspension or Termination by Northland. You acknowledge and understand that Service(s) outages or suspension or termination of Service(s) for any reason will prevent ALL Phone Service including 911 dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Phone Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described herein.

i. Limitation of Liability and Indemnification Regarding 911 Emergency Services. YOU ACKNOWLEDGE AND UNDERSTAND THAT NORTHLAND'S LIABILITY IS LIMITED FOR ANY PHONE SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 FROM YOUR LINE OR TO ACCESS EMERGENCY SERVICE PERSONNEL, AS SET FORTH HEREIN. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NORTHLAND, ITS OFFICERS, DIRECTORS AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE PHONE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE PHONE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE TO BE ABLE TO DIAL 911, TO ACCESS EMERGENCY SERVICE PERSONNEL, TO ACCESS THE CORRECT PSAP ASSOCIATED WITH YOUR TELEPHONE NUMBER OR TO CORRECTLY ROUTE AN EMERGENCY CALL IF YOU MOVE YOUR NORTHLAND DEVICE OUTSIDE OF YOUR PHYSICAL ADDRESS. YOU EXPRESSLY ACKNOWLEDGE THAT, IN THE EVENT OF A POWER OUTAGE OR OTHER SERVICE-AFFECTING SCENARIO, NEITHER NORTHLAND NOR ANY OF ITS SUBSIDIARIES, PARENT COMPANIES, AGENTS, NETWORK SERVICE PROVIDERS, PARTNERS OR EMPLOYEES ARE LIABLE FOR THE AVAILABILITY OF 911 SERVICE FROM YOUR NORTHLAND DEVICE AND NORTHLAND PHONE SERVICE.

j. Use of TDD or TTY devices. Although current developments in IP technologies provide reliable transfer of voice and data over broadband connections such as cable lines, the nature of the technologies may not be fully compatible with the existing 911 systems currently in place in your area of service. Additionally, Voice over Internet Protocol ("VoIP") 911 services such as Northland's 911-type service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, you agree and acknowledge that neither Northland nor Northland's third-party providers hold themselves out as providing or enabling Northland to provide emergency services compatible with any TDD/TTY devices. You further acknowledge that Northland has apprised you of any and all risks associated with your use of Northland's 911-type service

and that Northland does NOT recommend that you use the Northland 911-type service as your sole and primary means of reaching a 911 operator in case of an emergency.

k. Dialing Requires Activation. You are required to provide an accurate Physical Address and other information to Northland upon purchasing the Northland Phone Service. You must properly connect the Northland device in order for the Northland Phone Service to function properly. You acknowledge and understand that 911 dialing does not function unless you have successfully configured and connected your Northland device and Phone Service and provided accurate and updated information. You acknowledge and understand that you cannot dial 911 from this line unless until you have confirmation that your Northland device is operational.

l. Failure to Designate the Correct Physical Address When Activating 911 Dialing or Moving Your Device. Failure to provide your current, updated and correct Physical Address and location of your Northland Equipment may result in any 911 call you make being misrouted to the incorrect local emergency service provider. Northland's Phone Service is intended to function from your Physical Address which MUST correspond to the physical address where you receive your primary Northland Service and where your Northland device is physically located. If you have more than one Northland device at your Physical Address and each device has a different number, you must make sure that the Physical Address corresponds to each number where your Northland device is physically located. If you move your device to a location other than your primary Physical Address, you may not be able to place emergency calls or your calls could be misrouted to the incorrect PSAP or incorrect emergency service personnel.

m. Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911. Due to the technical constraints of Northland's 911-type dialing service, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your Northland device and Equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your Northland Equipment will be routed to Northland's third-party provider who will route the call to the general PSAP or local emergency service personnel (which may not be answered outside business hours) assigned to your telephone number, and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing.

n. Automated Number Identification. THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING YOUR 911 CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATED NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL. Although Northland's system is configured to send the automated number identification information, there may be several telephone companies and VoIP providers other than Northland that may be involved in routing your call to emergency personnel and PSAPs. The emergency response systems and the PSAPs themselves must be able to receive the information and pass it along properly. Existing emergency response systems and PSAPs may not always be technically capable of receiving and/or passing routing information properly. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Phone Service is not operational for any reason, including without limitation those listed herein.

o. Automated Location Identification. At this time in the technical development of Northland's 911-type dialing, it is not always possible to transmit identification of your Physical Address or the physical location of your Northland device if the device is located at a location that is different than your Physical Address. IF YOU DIAL 911 USING NORTHLAND'S SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO NOT DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK AND YOU MAY BE REQUIRED TO REDIAL THE 911 CALL. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION ACCURATELY, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU OR DISPATCH EMERGENCY PERSONNEL TO THE CORRECT LOCATION. You acknowledge and understand that you or anyone using your Northland Phone Service will need to state the nature of the emergency promptly and clearly, including your location. You acknowledge and understand that PSAP and emergency personnel may not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Phone Service is not operational for any reason, including without limitation those listed herein.

p. Alternative 911 Arrangements. You acknowledge that Northland does not offer the Phone Services as the primary line for emergency services. You should always have an alternative means of accessing emergency services such as 911 or E911.

q. Provisions Regarding Compatible Customer Equipment and Services. You acknowledge and agree that the Service(s) may not support and that Northland has no responsibility for the operation or support, maintenance or repair of any customer equipment. You acknowledge and understand that Northland and/or the Service(s) may not support or be compatible with non-recommended configurations including but not limited to MTAs not currently certified by Northland as compatible with the Service(s); customer equipment, including, but not limited to, non-voice communications equipment, alarm and security systems or devices, fire or smoke detection systems or devices, medical monitoring devices, fax machines, and "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, traditional Caller ID units and point of sale (POS) equipment and any all other communications or electronic equipment. In order to use the Service(s), you may be required to provide certain equipment such as

a phone handset, inside phone wiring and outlets, and an electrical power outlet. In order to use online features, where Northland makes those features available, you may be required to provide certain hardware, such as a personal computer, software, an Internet browser and access to the Internet. You hereby waive any claim against Northland and/or Northland's third-party providers for interference with, disruption of or failure of (such as power and service outages) any such equipment or Service(s).

r. **Local Number Portability.** In the event you are not utilizing a new phone number for your Northland Phone Service, but rather are transferring an existing phone number, you must sign Northland's Letter of Authorization (the "LOA"), authorizing Northland or its designated agent to work with your previous service provider to transfer your existing number. In addition to the terms and conditions of the LOA, the terms and conditions of this paragraph shall also apply: (a) you agree and acknowledge that if you set up your Northland device prior to the date that the number port becomes effective ("Port Effective Date"), you will only be able to make outgoing calls with your Northland device. In such event, Northland strongly recommends that you keep another phone at your Physical Address to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Northland Phone Service; and (b) you agree and acknowledge that if your device is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. Therefore, to avoid an interruption in Service(s), it is extremely important that you properly install your Northland device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by Northland via mail, phone or email following your completion of the ordering process.

15. **Video Service.**

a. If you are a subscriber of Northland's video services, these services are provided to you for your private use and enjoyment. You agree that the video programming will not be viewed in areas open to the public. The video programming may not be rebroadcast, transmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from us and our programming supplier(s). This consent may be withheld at the sole discretion of either party.

b. **Set-Top Converters and CableCARDS.** If you plan to purchase encrypted video services (such as premium, pay-per-view or digital services) without leasing a set-top box from Northland, you should make sure that any set-top converter, or navigation device or digital-cable-ready television (which can receive digital cable services using a device that we must provide called a CableCARD in place of a converter) that you purchase from a retail outlet is compatible with our system. Set-top converters available from retail outlets that have descramblers in them may not conform to all federally-required signal security specifications and thus may be illegal to use. Northland does not authorize the use of any converter/descrambler that does not conform to all required signal security specifications. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept, or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment. Due to device limitations, digital cable-ready retail devices using current CableCARD technology only receive what is known as "one-way" cable services. Such devices cannot receive "two-way" cable services, such as Northland's electronic program guide, video-on-demand, or switched digital video services. Two-way digital cable-ready devices are not yet commercially available, but are expected to be available in the near future. Upon your request, we will provide you with the technical parameters necessary for any set-top converter rented or acquired from retail outlets to operate with our cable system. If Northland offers a bundled services package which includes a set-top box lease in the discounted price, you may be eligible for a discount if you provide your own set-top box, provided that such set-top box meets all of the federally-required signal security specifications.

C. Acceptable Use Policy.

1. **Customer Obligations.** As a condition of use of the Service(s), you agree to the terms of Northland's Acceptable Use Policy, as amended from time to time. Northland reserve the right in its sole discretion to remove any content that, in Northland's judgment, does not comply with the AUP or is otherwise harmful, objectionable, inaccurate or in violation of applicable law. Northland shall not be liable to you for the removal of any content or limitations on any use of the Service(s) nor shall Northland be liable to you for any refusal, failure or delay in removing such content. Northland may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of the AUP or any applicable laws may result in the suspension or termination of your access to the Service(s)

2. **Violations.** The following is a non-exclusive list of prohibited uses that violate the AUP. You are prohibited from:

(a) Using the Service(s) to gain or attempt to gain unauthorized access to any computer systems, software or data, breach the security of another computer; or attempt to circumvent the user authentication or security of any computer, host, network, website or account. This includes the use or distribution of tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or programs, or Trojan Horse programs. Unauthorized port scanning for any reason is strictly prohibited.

(b) Using the Service(s) to transmit any material (by email, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

- (c) Using the Service(s) which results in the interference with access to the Internet by other parties or disrupt the network used by Northland.
 - (d) Using the Service(s) to harm, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age or disability.
 - (e) Using the Service(s) to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
 - (f) Using the Service(s) to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
 - (g) Using the Service(s) to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as “pyramid schemes,” “ponzi schemes” and “chain letters.”
 - (h) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
 - (i) Using the Service(s) to transmit any unsolicited commercial email or unsolicited bulk email, or engaging in activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature.
 - (j) Using the Service(s) to transmit any material (by email, downloading, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software. The above prohibition includes, but is not limited to, copying, distributing or sublicensing any software provided in connection with the Internet Service by Northland or any third party, except that you may make one (1) copy of each software program provided by Northland for back-up purposes only.
 - (k) Using the Service(s) to illegally collect, or attempt to illegally collect, personal information about third parties without their knowledge or consent.
 - (l) Using the Service(s) which results in the harm to minors in any way.
 - (m) Sending numerous copies of the same or substantially similar message, empty messages or messages which contain no substantive content, or sending very large message or files to a recipient that disrupts an Internet service or equipment such as, server, account, newsgroup or chat service.
 - (n) Participating in the collection of email addresses, screen names or other identities of others, a practice sometimes known as “spidering” or “harvesting,” or participating in the use of software designed to facilitate this activity.
 - (o) Engaging in any deceptive act through the Service(s) such as impersonating any person or entity, engaging in sender address falsification and forging any identity or signature.
 - (p) Altering, tampering or modifying any Equipment or Service(s) or permitting any other person to do so.
 - (q) Violating any rules, regulations or policies applicable to any network, server, computer, database or website that you access.
 - (r) Using the Service(s) in violation of any applicable federal, state or local law, regulation, ordinance, franchise, or in violation of any applicable final order of any court or regulatory authority of competent jurisdiction.
- Additional Violations. Unless you are subscribing to Northland’s Ethernet Fiber Solutions, you are also prohibited from:
- (s) Reselling the Service(s) or otherwise making it available to anyone outside of your premises, either through networking, Wi-Fi, WiMAX or any other method, in whole or in part, directly or indirectly, whether on a bundled or unbundled basis.
 - (t) Connecting multiple computers behind the cable modem to set up a LAN; provided, however, you may create a LAN behind a modem that connects up to ten (10) devices at your premises. Northland reserves the right to further restrict or limit users in the event Northland determines in its sole and absolute discretion that such usage is excessive.
 - (u) Running programs, equipment or services from the premises that provide network content or any other services to anyone outside of your authorized premises LAN. Examples include, but are not limited to, email hosting, Web hosting, file sharing and proxy services.
 - (v) Using the Service(s) in any way that places an excessive burden on Northland’s network or infrastructure, including bandwidth, data storage or other network limitations. Examples include file sharing, peer to peer activities, streaming media or use of the Internet Service through multiple computers. You must comply with all current bandwidth, data storage and other limitations on the Internet Service established by Northland and its suppliers.

3. Protecting children’s privacy is especially important to us. It is our policy to comply with the Children’s Online Privacy Protection Act of 1998 and all other applicable laws. We recommend that children ask a parent for permission before sending personal information to Northland, or to anyone else online.

4. Your Responsibilities. You are responsible for any misuse of the Service(s), even if the misuse was committed by a friend, family member, guest, intruder that illegally accessed to the Service(s). Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service(s) by, for example, strictly maintaining the confidentiality of your login and password or any login and password protections that may otherwise limit access to your computer. In all cases you are solely

responsible for the security of any device you choose to connect to the Service(s) and Equipment, including any data stored or shared on that device. Any files you choose to make available should be protected with an appropriate password and other protections.

5. **Personal Web Page and File Storage.** Northland may provide you with access to personal webpages and storage space (the "Personal Web"). You are solely responsible for any information that you or others publish or store on the Personal Web. You must ensure that the intended recipient of any content made available through the Personal Web is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Northland reserves the right, but disavows any obligation, to remove, block or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements and material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of the AUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings and audio recordings. Northland may remove or block content contained on your Personal Web and terminate your Personal Web and/or your use of the Service(s) if we determine in our sole discretion that you have violated the terms of the AUP.

6. **Network, Bandwidth, Data Storage and Other Limitations.** You may only access and use the Internet Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Internet Service with a static IP address or use any protocol other than DHCP unless we agree to allow such use, in writing. You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web features) does not improperly restrict, inhibit or degrade any other user's use of the Internet Service, nor represent (in the sole judgment of Northland) an unusually large burden on the network. You must comply with all current bandwidth, data storage and other limitations on the Internet Service established by Northland and its suppliers. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Northland's ability to deliver the Service(s) and monitor the Service(s), backbone, network nodes and/or other network services.

7. **Violation of AUP.** Northland does not routinely monitor the activity of Internet Service accounts for violation of the AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Internet Service. Although Northland has no obligation to monitor the Internet Service and/or the network, Northland and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions and content from time to time to operate the Internet Service, to identify violations of the AUP and/or to protect the network, the Internet Service and Northland users. Northland prefers to advise Users of inappropriate behavior and any necessary corrective action. Northland may contact Users by U.S. Mail, telephone, email or other forms of communication. You must promptly respond to any request by Northland for a response to such communication. In the event the Service(s) are used in a way that Northland or its suppliers, in their sole discretion, believe violates the AUP, Northland or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Internet Service. You agree that Northland, its affiliates, suppliers or agents will have no liability for any of these responsive actions. These actions are not Northland's exclusive remedies and Northland may take any other legal or technical action it deems appropriate. Northland reserves the right to investigate suspected violations of the AUP, including the gathering of information from the User(s) involved and the complaining party, if any, and the examination of material on Northland's servers and network. During an investigation, Northland may suspend the account or accounts involved and/or remove or block material that potentially violates the AUP. You expressly authorize Northland and its suppliers to cooperate with (a) law enforcement authorities in the investigation of suspected legal violations, and (b) system administrators at other Internet service providers or other network or computing facilities in order to enforce the AUP. This cooperation may include Northland providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name and other account information. Upon termination of your account, Northland is authorized to delete any files, programs, data and email messages associated with your account. The failure of Northland or its suppliers to enforce the AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of the AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

D. Warranties, Limitations of Liability, Indemnification Applicable to All Service(s).

NORTHLAND DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. NORTHLAND HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE(S) AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL SERVICES, PRODUCTS AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE(S).

THE SERVICE(S) IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. EXCEPT TO THE EXTENT AS EXPRESSLY SET FORTH HEREIN, NORTHLAND DISCLAIMS ANY WARRANTY THAT THE SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR

OTHER HARMFUL COMPONENTS. NORTHLAND MAKES NO EXPRESS WARRANTIES AND WAIVES AND DISAVOWS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY NORTHLAND OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY. WITHOUT LIMITING THE FOREGOING, NORTHLAND SHALL HAVE NO OBLIGATION TO PROVIDE ALTERNATIVE ROUTING WITH RESPECT TO ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT. WE MAKE NO WARRANTIES AS TO THE SERVICE(S)' PERFORMANCE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY THAT ANY DATA, FILES OR OTHER COMMUNICATIONS BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICE(S) AND EQUIPMENT. WE MAKE NO WARRANTY AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA THE SERVICE(S) AND THE EQUIPMENT, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR ONLINE OR DIGITAL PHONE COMMUNICATIONS. REPAIR OR REPLACEMENT OF NONCONFORMING EQUIPMENT SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY, REGARDLESS OF WHETHER CLAIMS OR REMEDIES ARE SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WITHOUT LIMITATION AS TO ANY CLAIMS REGARDING THE EQUIPMENT.

UNDER NO CIRCUMSTANCES SHALL NORTHLAND, ITS EMPLOYEES, SUBSIDIARIES, LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE(S), INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF NORTHLAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF NORTHLAND'S PERFORMANCE HEREUNDER SHALL BE CREDIT WHICH IN THE AGGREGATE FOR ALL CREDITS, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY YOU TO NORTHLAND FOR THE MONTH IN WHICH SUCH CREDIT IS ISSUED.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NORTHLAND AND ITS PARENT COMPANY, SUBSIDIARIES AND SUPPLIERS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM YOUR USE OF THE SERVICE(S). YOUR INDEMNIFICATION OBLIGATION WILL SURVIVE ANY TERMINATION OF THE SUBSCRIBER AGREEMENT.

E. Miscellaneous Terms Applicable to All Service(s).

1. Force Majeure. No party to this Agreement shall be considered in default in the performance of any of its obligations hereunder to the extent that the performance of such obligations, except the payment of money, is prevented or delayed by any cause beyond the reasonable control of the affected party, including, but not limited to, acts of God, acts of a public enemy, terrorists, war, riots, epidemics, earthquakes, fires, storms, hurricanes, blizzards, and other inclement weather, washouts, sinkholes, civic disturbances, explosions, strikes, lockouts, union jurisdictional disputes, inability to obtain or maintain permits or rights-of-way, inability after reasonable effort in the exercise of due diligence to obtain parts or materials or equipment, actions of utilities (not to be construed to include the parties), and any other cause (except inability to make monetary payments or obtain financing) not within the reasonable control of the parties (any such event being hereinafter referred to a "Force Majeure Event"). Each party to this Agreement shall give notice promptly to the other of the nature and extent of any Force Majeure Event claimed to delay or prevent its performance under this Agreement.

2. Severability. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement, and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

3. Waiver. No modification, amendment or waiver of or with respect to any provision of this Agreement, nor consent by either party to the breach of or departure from any of the terms and conditions hereof, shall in any event be effective or binding against such party unless it shall be in writing and signed by such party, and then such waiver or consent shall be effective only in the specific instance and for the particular purpose for which it is given. Neither any failure nor delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any future or further exercise thereof or the exercise of any other right, power or privilege.

4. No Inference Against Author. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

5. Legal Expenses. If any proceeding is brought by either party to enforce or interpret any term or provision of this Agreement, the substantially prevailing party in such proceeding shall be entitled to recover, in addition to all other relief as set forth in this Agreement, such party's reasonable attorneys' and experts' fees and expenses.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements and representations between the parties with respect thereto.

7. Relationship of the Parties. Nothing herein shall be deemed or construed to create or constitute a partnership, joint venture or agency relationship between the parties, and neither party is authorized to hold itself out or to act toward third parties or the public in any manner that would indicate the existence of any such relationship with the other. Notwithstanding anything to the contrary in this Agreement, this Agreement does not and shall not be construed to confer any rights whatsoever except to Northland and Customer,

whether upon a theory of third party beneficiary or otherwise, and Northland and Customer agree to take no action inconsistent with the provision of this Section 7. Only the parties to this Agreement shall have any rights hereunder or be entitled to enforce this Agreement.

8. Assignment. This Agreement, license, and the rights and obligations of Customer hereunder may not be assigned without Northland's prior written consent, not to be unreasonably withheld. Northland shall have the right to assign and delegate this Agreement and its rights and obligations hereunder, in whole or in part, from time to time for any purpose.

9. Notices. All notices required to be in writing hereunder shall be deemed given when personally delivered, or if mailed by certified or registered mail, three (3) days following deposit in the United States mail, postage prepaid, or if via telecopy or facsimile, when received, or if sent by courier service providing evidence of delivery, when actually delivered by such service, and sent to the following:

Either party may change its designated address for notification by sending notice of such change in the manner provided above.

F. Additional Terms and Conditions Applicable to Northland's Ethernet Fiber Solutions.

These Additional Terms and Conditions apply solely to Northland's Ethernet Fiber Solutions Service(s). In the event any term or conditions of these Additional Terms and Conditions are inconsistent with the any term or condition set forth in Sections A through E, the terms in this Section F shall prevail.

1. Construction of Interconnection Facilities Link and Demarcation Point.

1.1 Unless otherwise agreed to, in the Subscriber Agreement Customer shall, at its sole cost and expense, pay Northland to construct such facilities (the "Construction Fee") as are reasonably necessary to interconnect Northland's existing facilities to certain of Customer's facilities (hereinafter, such new construction shall be referred to as the "Interconnection Facilities") at a location identified in the Subscriber Agreement (the "Demarcation Point(s)"), but in no event to a point greater than fifty (50) feet inside any building. Construction Fees are exclusive of any monthly fees, sales taxes, use taxes, rental taxes, gross receipt taxes, federal, state or local regulatory assessment fees, federal, state or local excise taxes, or any other taxes, fees, assessments, charges or levies which may be imposed by federal, state or local governments, or agencies thereof, with respect to the Subscriber Agreement or the subject matter thereof

1.2 Construction Activities. The construction of the Interconnection Facilities shall be performed by Northland and/or by construction contractors and suppliers selected by Northland in its sole and absolute discretion. Customer shall use commercially reasonable efforts to assist Northland so as to minimize the cost of construction and shall further cooperate with Northland in all ways reasonably necessary for Northland to complete the Interconnection Facilities. Customer shall be responsible for all construction-related activities from and after the Demarcation Point(s). Construction specifications shall be governed by the requirements set forth in the National Electric Safety Code.

1.3 Construction Permits and Other Authorizations. Northland shall use its commercially reasonable efforts to obtain all necessary permits, licenses or similar grants of authority to construct the Interconnection Facilities and Demarcation Point(s). Customer shall cooperate and use its commercially reasonable efforts to assist Northland in filing the appropriate documentation required to obtain any permits, licenses or similar grants of authority needed to construct the Interconnection Facilities and Demarcation Point(s). After obtaining all necessary permits, licenses or similar grants of authority, Northland shall use its commercially reasonable efforts to complete the construction of the Interconnection Facilities and Demarcation Point(s) on or before that date set forth in the Subscriber Agreement.

2. Grant of License. Northland hereby grants to Customer a non-exclusive, personal, non-assignable license to use the Service(s) solely for its internal business purposes (the "Purpose") during the Initial Term and any extensions thereof, of the Subscriber Agreement. Nothing herein shall be deemed or construed to prevent Northland from entering into similar agreements with other parties with respect to the use of the Interconnection Facilities or any other distribution facilities.

3. Grant of Easement. Customer hereby grants to Northland the right, easement, right-of-way and right of ingress and egress on, over, under, within and throughout Customer's property(ies) as may be reasonably necessary to install, maintain and repair the Demarcation Point(s) and Interconnection Facilities.

4. Compensation.

4.1 Monthly Recurring Fees. In the event Customer does not pay any amount when due, a late charge shall accrue equal to 1-1/2% (or the maximum legal rate, if less) of the unpaid balance per month. Monthly Recurring Fees are exclusive of any Construction Fee sales taxes, use taxes, rental taxes, gross receipt taxes, federal, state or local regulatory assessment fees, federal, state or local excise taxes, or any other taxes, fees, assessments, charges or levies which may be imposed by federal, state or local governments, or agencies thereof, with respect to this Agreement or the subject matter thereof.

5. Term of Agreement. This Agreement shall commence as of the Effective Date and shall continue until that date set forth in Subscriber Agreement (the "Initial Term").

6. Representations and Warranties. The following representations, warranties and covenants are material inducements for the parties to enter into this Agreement.

6.1 Customer shall not use the Services in violation of any applicable federal, state or local law, regulation, ordinance, franchise, or in violation of any applicable final order of any court or regulatory authority of competent jurisdiction.

6.2 Customer shall use the Services only for the Purpose. Customer shall not authorize access to the Services to any other person or entity, and shall take such steps as are commercially reasonable to prevent unauthorized access to the Services.

6.3 None of the facilities of Customer, its users, nor anyone acting on its behalf or pursuant to its authority shall interfere with the operational integrity of Northland's operations.

6.4 Northland is a corporation in good standing and has the corporate power and authority to enter into and perform the Subscriber Agreement.

6.5 Customer is a corporation in good standing and has the requisite power and authority to enter into and perform the Subscriber Agreement.

7. Early Termination of this Agreement.

7.1 Each party reserves the right to terminate the Subscriber Agreement upon breach by the other party of a material term or condition of Subscriber Agreement; provided that the non-breaching party has first given sixty (60) days' written notice specifying in reasonable detail the alleged breach and demanding the cure of the breach within such sixty (60) days, except in the case of Customer's breach for non-payment, in which case no notice shall be required.

7.2 Without limiting the foregoing, Northland may terminate the Subscriber Agreement at any time, without further liability or obligation to Customer, on sixty (60) days' prior written notice to Customer if any of the following events have occurred:

7.2.1 Reasonably necessary pole attachment and/or conduit use rights are terminated or expire and are not renewed, or become subject to conditions or restrictions such that continuation of the Subscriber Agreement or Customer's continued use of the Services as contemplated herein would be unauthorized or in violation of such conditions or restrictions.

7.2.2 Any of Northland's franchises authorizing the provision of cable television service or any easements, rights-of-way or other similar authorizations are terminated or expire and are not renewed, or become subject to conditions or restrictions such that continuation of the Subscriber Agreement or Customer's continued use of the Services and nodes would be in violation of such conditions or restrictions.

8. Maintenance and Repair of the Interconnection Facilities and Demarcation Point(s). Northland shall promptly perform maintenance and repair of the Interconnection Facilities and Demarcation Point(s) in accordance with industry standards and shall use not less than its commercially reasonable efforts to repair any damage that results in an interruption of Services; provided, however, Customer shall promptly remit payment to Northland within thirty (30) days of Northland's billing therefor at Northland's then-existing applicable rates for materials and labor (including any applicable overtime), for maintenance or repair arising out of or relating to Customer's or its employees' and its agents' negligence or intentional misconduct. Customer shall provide written notice to Northland of any operational problems with the Services, Interconnection Facilities and Demarcation Points and will cooperate with Northland to effect any needed repairs.

9. Service Level Commitment.

9.1 Network Availability. The Northland network shall be available for use by Customer with the Services provided under the Subscriber Agreement at least 99.99% of the time as measured over the then current monthly period ("Network Availability"). Network Availability shall be calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes of such calendar month and multiplying the result by 100. In calculating Network Availability, Service Interruptions (as defined below) resulting from the reasons or causes set forth in Section 9.4 of these Additional Terms and Conditions shall not be included in determining whether Northland has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure Event, and otherwise experience no other outage or Service Interruption during the applicable month, Northland will be deemed to have met the Network Availability performance standard of 99.99%.

9.2 Service Interruption. A "Service Interruption" means a total loss of Services. A Service Interruption is not a Default under the Subscriber Agreement, but may entitle Customer to credits as provided in these Additional Terms and Conditions. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Northland under the methods and procedures set forth in Section 2 of these Additional Terms and Conditions and ends when Northland restores the Services to Customer.

9.3 Service Interruption Credits for Network Availability. A Credit Allowance will be given in any month during the term of the Subscriber Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

<u>Service Interruption Length</u>	<u>Credit</u>
Four (4) or more continuous hours of a Service Interruption	A credit of 1/30 of the MRF for the month in which such four (4) hour Service Interruption occurred. Not more than one (1) credit will be issued for any one (1) day period regardless of the number of qualifying Service Interruptions in such 24 hour period.

9.4 Exceptions to Credit Allowance. Credit Allowances shall not be provided for Services Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power not caused by Northland; (iii) during any period in which Northland is not allowed access to the premises of Customer to access Northland equipment; (iv) due to scheduled maintenance and repair, or during the maintenance window; (v) caused by or due to violations of the Northland Acceptable Use

Policy (data customers); (vi) caused by fiber optic cable cuts on the Customer's property which are not the fault of Northland; (vii) caused by a failure of the Customer's customer equipment or internal wiring or loss of other service supplied by Customer; or (viii) due to Force Majeure Events. In no event shall a Service Interruption Credit Allowance exceed one (1) month's MRF in any thirty (30) day period regardless of the number or duration of Service Interruptions.

9.5 **Major Outage.** If three (3) times during the term of the Subscriber Agreement, the Services to the Customer experience a Network Availability outage that falls below the 99.99% agreement, other than as a result of the causes set forth in Section 9.4 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Subscriber Agreement; provided Customer complies with the notification process described in this Section 9.5. Within thirty (30) days of the occurrence of the third Major Outage Customer shall notify Northland in writing of its election to terminate the Subscriber Agreement and the Subscriber Agreement shall terminate upon Northland's receipt of such notice. If Customer fails to notify Northland within thirty (30) days of the third Major Outage of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Subscriber Agreement under this Section 9.5 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 9.5, neither party shall have any further rights, obligations, or liabilities to the other party, except Customer obligations that accrued through the termination date, and those obligations that expressly survive termination of the Subscriber Agreement.

10. **Trouble Reports.** A "Trouble Report" means any report made by Customer relating to the Services that describes the time, location and nature of the outage. Northland shall maintain a twenty-four (24) hour, seven (7) days-a-week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call **888-525-1619** to make Trouble Reports. In the event Northland receives a Trouble Report from Customer, Northland shall use its commercially reasonable efforts to respond within four (4) hours.

Sections B(1), B(3), B(4), B(5), B(10), B(13) and D of these Terms and Conditions shall survive termination of the Subscriber Agreement.

24 Hour Technical Support

Standard Business Technical Support: 877-212-9510

Ethernet Fiber Solutions or Priority Business Support Customers: 888-525-1619



Northland Communications is an equal employment opportunity employer.

Thank you for being our customer. We appreciate your business.