

**Broadband Service
TERMS & CONDITIONS**

North Atlantic Networks, LLC
16 Mason Avenue, North Attleboro, MA 02760

In addition to the general terms and conditions contained in the Service Agreement (the "Agreement") between North Atlantic Networks, LLC ("NAN") and Customer of which this Service Supplement is a part, Customer agrees that the following terms and conditions apply to the Broadband Service provided to Customer by NAN.

- Broadband Service Overview.** NAN Broadband Service is provided via third-parties Broadband and Cable Service Providers (Collectively "Broadband Service Provider") in their respective areas of service. Broadband Service local loop connections between Customer's location and the Broadband Service Provider will be arranged by NAN, and are provided through the local servicing Broadband Service Provider.
- Speed.** NAN makes no representation regarding the speed of the Internet Service provided by the Broadband Service Provider. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.
- Broadband Service Provider Equipment.** The Broadband Service Provider Equipment is and shall remain the property of the Broadband Service Provider regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time the Broadband Service Provider may remove or change the Broadband Service Provider equipment in its sole discretion in connection with providing the services. Customer shall not move, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Broadband Service Provider equipment or permit others to do so, and shall not use the Broadband Service Provider Equipment for any purpose other than that authorized by the agreement. The Broadband Service Provider shall maintain the Broadband Service Provider Equipment in good operating condition during the term of this agreement; provided, however, that such maintenance shall be at the Broadband Service Provider's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Broadband Service Provider Equipment. Customer is responsible for damage to, or loss of, The Broadband Service Provider Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of the Broadband Service Provider. Customer agrees not to take any action that would directly or indirectly impair the Broadband Service Provider's title to the Broadband Service Provider Equipment, or expose the Broadband Service Provider to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Following the Broadband Service Provider's discontinuance of the services to the service location(s), the Broadband Service Provider retains the right to remove the Broadband Service Provider equipment including, but not limited to, that portion of the Broadband Service Provider equipment located within the service location(s). To the extent Broadband Service Provider removes such Broadband Service Provider Equipment; it shall be responsible for returning the service location(s) to its prior condition, wear and tear excepted.
- Engineering Review.** Each service order submitted by customer shall be subject to an engineering review by the Broadband Service Provider. The engineering review will determine whether the cable plant must be extended, built or upgraded ("Custom Installation") in order to provide the ordered services at the requested service location(s). The Broadband Service Provider will provide customer written notification in the event service installation at any service location will require an additional one-time installation fee ("Custom Installation Fee"). Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the service order with respect to the affected service location(s).
- Disruption of Service.** The services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. The Broadband Service Provider shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the service location(s); failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the services.
- Monitoring.** The Broadband Service Provider shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that The Broadband Service Provider and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this agreement, and as otherwise required by law or government request. The Broadband Service Provider reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in the Broadband Service Provider's sole discretion, is acceptable, undesirable or in violation of this agreement.
- Acceptable Use Policy.** The Broadband Services shall be used by Customer, and Customer shall ensure that its End Users shall use the Broadband Service Providers' services, in conformity with its "Acceptable Use Policy," which policy is available at Broadband Service Providers' web-site (Link to particular Broadband Service Provider AUP can be access via link at www.nan.com), and which may be amended by NAN or The Broadband Service Provider from time to time. The Broadband Service Provider uses various tools and techniques to manage its network, deliver the service, and ensure compliance with the AUP
- Policy and the Services Agreement.** These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that the Broadband Service Provider may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers. The Service is for commercial use only as determined by the applicable services agreement. Therefore, Broadband Service Provider reserves the right to suspend or terminate service accounts where data consumption is not characteristic of a typical commercial user of the service as determined by the company in its sole discretion, or where it exceeds published data consumption limitations. Common activities that may cause excessive data consumption in violation of this policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. Your business must also ensure that its use of the service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Broadband Service Provider in its sole discretion) an overly large burden on the network. In addition, your business must ensure that its use of the service does not limit or interfere with Broadband Service Provider's ability to deliver and monitor the service or any part of its network. If the end user uses the service in violation of the restrictions referenced above, that is a violation of this policy. In these cases, the Broadband Service Provider may, in its sole discretion, suspend or terminate your business' service account or request that it subscribe to a different version of the service if it wishes to continue to use the service at higher data consumption levels. Broadband Service Provider may also provide versions of the service with different speed and data consumption limitations, among other characteristics, subject to applicable business services agreements. Broadband Service Provider's determination of the data consumption for service accounts is final.

9. **Limitations on Use; Un-moderated Areas and Third Party Links.** NAN or Broadband Service Provider (a) is not responsible for invalid destinations or transmission errors; and (b) does not guarantee your ability to access all sites or resources or that the resources are secure or will meet your needs. NAN (and its third party Broadband Service Provider) have no control over third party networks or web sites that you may access in the course of your use of the sites. In no event shall NAN (or its third party Broadband Service Provider) be liable to anyone for any damage arising from or caused, directly or indirectly, by the creation or use of a third party's web site, or the information or material accessed through such web sites. Access to any of the third party Web sites linked to from any of the sites is entirely at your own risk and is solely governed by the terms and policies applicable to third party Web sites, and not these terms. Accordingly, you should carefully review the privacy and other policies and terms of such third party web sites. In addition, certain areas of the sites may contain content from other users, and NAN (and its third party Broadband Service Provider) assume no responsibility for the accuracy, quality, or value of any content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or similar services reflecting user-generated content, and we do not endorse any advice or opinion contained therein. You acknowledge that through your use of certain areas of the sites, you may have access to content or information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the sites by children is your responsibility and that NAN (and its third party Broadband Service Provider) are not responsible for access by you or any other users to objectionable or offensive content. NAN STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE. You agree that your use of the sites and the Internet, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.

AGREED AND ACCEPTED

NORTH ATLANTIC NETWORKS, LLC

Customer

(Authorized Signature)

(Authorized Signature)

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

