

Mid-Hudson Cablevisions, Inc.
Master SERVICE AGREEMENT
Terms and Conditions

These Terms and Conditions ("**Terms and Conditions**"), and any Service Orders (as described in Section 2 below) together constitute the "**Master Service Agreement**" by and between the undersigned customer (the "**Customer**") and Mid-Hudson Cablevision, Inc., a New York corporation having its principal offices at Catskill, New York (together with the Customer, the "**Parties**" or each individually a "**Party**") for the services specified on the Service Order(s) ("**Services**"). The attachments to these Terms and Conditions ("**Attachments**") further describe the Company's services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service.

1. Services. Subject to the terms and conditions of the Master Service Agreement, the Company shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Unless otherwise set forth, the Company shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond the Company's reasonable control.
2. Service Order(s). Customer shall request Services hereunder by issuing to the Company one or more proposed service order(s) (in the form provided or approved by the Company). Upon the Company's acceptance of a proposed service order(s), such proposed service order(s), shall be deemed a "**Service Order**" hereunder and shall be deemed incorporated into the Master Agreement. A proposed service order shall be deemed accepted upon the earlier of (a) the Company's acceptance of such proposed service order in writing; or (b) the Company's commencement of delivery of the Service(s) set forth in such proposed service order.

Termination of Service Order: Upon the termination or expiration of the Master Service Agreement and the Service Order(s) hereunder: (i) Company's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to Company for Service delivered prior to the date of termination or expiration, and any De-installation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by Company hereunder, and shall return such software to Company; and (iv) Customer shall return to Company or permit Company to remove, in Company's discretion, the Company Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Company for the reasonable and documented costs of the repair or replacement, at Company's discretion, of any Company Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by Company for any reason set forth in this Section 11, Customer shall promptly pay Company (i) the full amount of the Service Charges at the Standard Rates without discount that Customer would have been charged for the remainder of the Initial Order Term or the then-current Renewal Order Term, (ii) an amount equal to the Sum of (A) the difference between the Standard Installation Fee and the Discounted Installation Fee paid by Customer, and (B) the difference between the standard Monthly Fee and the Discounted Monthly Fee paid by Customer multiplied by the number of

months in the Initial Order Term prior to such termination, and (iii) one, and one-half times the Installation Fee. Customer shall also be responsible for all costs of collection (including reasonable attorney's fees) to collect amounts due under this Section. The foregoing shall be in addition to any other rights and remedies that Company may have under the Master Service Agreement or at law or equity.

1. Service & Equipment Installation. Customer shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, Company personnel to install, deliver, operate and maintain the Services and Company Equipment (as defined in Section 4 below) at Customer's facilities. Customer shall permit Company reasonable access to the Customer facilities at any time as needed to install, configure, upgrade, maintain or remove the Company Equipment and other Service components located at Customer's facilities. Provided that Customer properly performs all necessary site preparation and provides Company with all required consents, Company shall use commercially reasonable efforts to install the Service in accordance with the requested Service Start Date indicated on the Service Order. Company shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of the Service. In the event that Company is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's failure to deliver any required materials, support or information to Company; or (ii) Company not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Company may charge for the cost of additional time resulting therefrom and the Company will provide Customer notice of problems arising with the installation process. Interconnection of the Services and Company Equipment with Customer's equipment will be performed by Customer unless otherwise agreed in writing between the Parties.
2. Support and Maintenance. Company shall use commercially reasonable efforts to maintain the Company-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, "**Company Equipment**") on Company's side of the demarcation points used by Company to provide the Service. Notwithstanding any contrary provision set forth in the Master Service Agreement, equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. In no event shall Company be responsible for providing support for any network, equipment or software not provided and installed by Company or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, Company shall use commercially reasonable efforts to restore any network outage on the Company network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for Company Equipment and Service components located at Customer's facility, including without limitation by performing reboots, as requested by Company. If Ethernet adapters are provided by Company at the point of installation they are subject to the manufacturer warranty, and become the property of the Customer only after 30 days of service and upon full payment for installation and the first month of service.
3. Customer Obligations.

5.1. Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Service Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by Company. Customer shall ensure that use of the Service by each Customer employee to whom the Services will be provided, or who shall use the Service (each, an "**End User**"), shall comply with all applicable laws and regulations and terms of the Master Service Agreement and any applicable Acceptable Use Policy (which are incorporated herein by this reference). "**Acceptable Use Policy**" means all applicable Service policies, as may be modified from time to time by Company, in its sole discretion. Company may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Service Agreement.

5.2. Customer shall ensure that all Company Equipment at Customer's facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the Company Equipment while at Customer's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Company.

1. Term. The Master Service Agreement shall commence on the date of the last signature on the Master Service Agreement (the "**Effective Date**") and shall remain in effect for the term specified in the Master Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "**Term**"). The term for the applicable Service shall be set forth in the Service Order ("**Initial Order Term**") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Master Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("**Renewal Order Term**", collectively with the Initial Order Term, "**Order Term**"), provided that the fees for the Renewal Order Term shall be as set forth in Section 7.

2. Payment.

7.1. Initial Order Term. For each Service, Customer agrees to pay Company during the Initial Order Term all recurring and non-recurring charges, fees and taxes, including without limitation the Discounted Installation Fee and the Discounted Monthly Fee (each as set forth on the Service Order), and such other activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "**Service Charges**") as set forth on the Service Order in accordance with the following payment terms: One half of the Discounted Installation Fee (as defined in the Service Order) shall be due upon acceptance of the Service Order by the Company and the remaining half of the Discounted Installation Fee shall be due within thirty (30) days of the issuance of the Completion Notice, thereafter, Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing

on the invoice. Customer's Discounted Installation Fee and Discounted Monthly Fee are subject to Customer's compliance with the Master Service Agreement; in the event of early termination, standard rates shall apply pursuant to Section 11.

7.2.Renewal Term. Customer agrees to pay Company, during the Renewal Order Term, all recurring and non-recurring charges, fees and taxes, including without limitation the Standard Monthly Fee (as defined in the Service Order), without discount, which Standard Monthly Fee shall be increased annually based upon the changes in the "All Items" portion of the "Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, unadjusted, ("1982-1984=100") as published by the Bureau of Labor Statistics of the United States Department of Labor.

7.3.Late Fee. Company may charge a late fee for any amounts which are not paid when due. The late fee will be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts.

7.4.No Waiver. If Company fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms.

1. Taxes.

8.1.Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Service Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. Company shall have the right to recover from Customer the amount of any state or local fees, charges or taxes arising as a result of this Agreement that are imposed on Company or Company's services, or measured on Company's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. Company shall be responsible for and shall pay all taxes measured by Company's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Service Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Company's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Company's net income. Customer shall be responsible for providing Company any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Service Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse Company for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2.Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services Company provides and, consequently, uncertainty about what fees, taxes and surcharges are due from Company and/or its customers. Customer agrees that Company has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Company's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes

and surcharges that Company currently collects or passes through by writing to Company at its principal office address and requesting same.

1. Proprietary Rights and Confidentiality.

9.1.Company's Proprietary Rights. All materials including, but not limited to, any Company Equipment (including related firmware), software, data and information provided by Company, any identifiers or passwords used to access the Service or otherwise provided by Company, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Company to provide the Service (collectively "**Company Materials**") shall remain the sole and exclusive property of Company or its suppliers. Customer shall acquire no interest in the Company Materials by virtue of the payments provided for herein. Customer may use the Company Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Company Materials, in whole or in part, or use them for the benefit of any third party. All rights in the Company Materials not expressly granted to Customer herein are reserved to Company. Customer shall not open, alter, misuse, tamper with or remove the Company Equipment as and where installed by Company, and shall not remove any markings or labels from the Company Equipment indicating Company (or its suppliers) ownership or serial numbers.

9.2.Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Company Materials and any other information and materials provided by Company in connection with this Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Agreement.

9.3.Software. If software is provided to Customer hereunder, Company grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

1. Monitoring, Equipment Upgrades and Modifications. Company has the right, but not the obligation, to upgrade, modify and enhance the Company Equipment (including related firmware) and the Service and take any action that Company deems appropriate to protect the Service and its facilities. Company has the right to add to, modify or delete any provision of these Terms and Conditions (including the Acceptable use Policy). Company will notify Customer of any material adverse change to these Terms and Conditions (including the Acceptable Use Policy) or Service descriptions by posting such modified Terms and Conditions (including the Acceptable Use Policy) or Service description on the Company web site or by email, or, if applicable, in the appropriate Company tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Service Agreement. In any event, if Company modifies the Services or these Terms and Conditions (including the Acceptable Use Policy) and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty

(30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

2. Termination. Either Party may terminate a Service Order; (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period; or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of the Master Service Agreement or the Acceptable Use Policy, Company may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, Company may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by Company, in its sole discretion, to be resulting in a material degradation of the Company network, until such time as such degradation has been remedied. Company will use commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, Company may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of the Master Service Agreement and the Service Order(s) hereunder: (i) Company's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to Company for Service delivered prior to the date of termination or expiration, and any deinstallation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by Company hereunder, and shall return such software to Company; and (iv) Customer shall return to Company or permit Company to remove, in Company's discretion, the Company Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Company for the reasonable and documented costs of the repair or replacement, at Company's discretion, of any Company Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by Company for any reason set forth in this Section 11, Customer shall promptly pay Company (i) the full amount of the Service Charges at the Standard Rates without discount that Customer would have been charged for the remainder of the Initial Order Term or the then-current Renewal Order Term, (ii) an amount equal to the Sum of (A) the difference between the Standard Installation Fee and the Discounted Installation Fee paid by Customer, and (B) the difference between the standard Monthly Fee and the Discounted Monthly Fee paid by Customer multiplied by the number of months in the Initial Order Term prior to such termination, and (iii) one, and one-half times the Installation Fee. Customer shall also be responsible for all costs of collection (including reasonable attorney's fees) to collect amounts due under this Section. The foregoing shall be in addition to any other rights and remedies that Company may have under the Master Service Agreement or at law or equity.

3. Indemnification. Customer agrees to defend, indemnify and hold harmless Company, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by Company as a result of Customer's violation of the 10% Rule as set forth in Attachment D; or (d) breach of the terms governing any use of music services provided as part of the Service.
4. Disclaimer of Warranty. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. CUSTOMER IS RESPONSIBLE FOR ALL USE OF ITEMS ASSOCIATED WITH CUSTOMER'S ACCOUNT IN ALL CIRCUMSTANCES UNDER ANY SCREEN NAME OR PASSWORD USED ON THAT ACCOUNT. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PROTECT THE CONFIDENTIALITY OF CUSTOMER'S PASSWORD. COMPANY EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND COMPANY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER SERVICE AGREEMENT, THE SERVICE, COMPANY EQUIPMENT AND COMPANY MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER SERVICE AGREEMENT, COMPANY DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY COMPANY WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER

UNDER THIS AGREEMENT AND COMPANY DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

5. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER SERVICE AGREEMENT, REGARDLESS OF WHETHER COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER SERVICE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL COMPANY'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY EQUIPMENT AND/OR PROPERTY DAMAGE, BODILY INJURY OR OTHER PROBLEMS THAT MAY OCCUR DURING SELF-INSTALLATION BY CUSTOMER.

1. Disclosure of Customer Information. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "**Telecommunications Act**"), the Federal Cable Communications Act (the "**Cable Act**"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in **Attachment B (Voice Services)** which is incorporated herein by reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Company may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("**ARIN**") or any similar agency, or in accordance with Company's Privacy Policy. In addition, Company shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.
2. Force Majeure. Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized

access to or destruction or modification of the Service, in whole or in part (each a “**Force Majeure Event**”). Notwithstanding anything to the contrary herein, Customer may terminate the affected Service Order in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents Company from delivering the Service under such Service Order(s).

3. Regulatory and Legal changes, Pole Attachment and Conduit Charges, Tariffs. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Company’s delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Company in providing the Service, Customer acknowledges and agrees that Company may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided Company notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies Company at least fifteen (15) days in advance of Customer’s requested termination date. Further, in the event that Company is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and Company is required under applicable law to apply those rates to Customer’s purchase of Service under the Master Service Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern Company’s delivery of, and Customer’s use or consumption of the Service. In addition, if Company determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Company may terminate the Master Service Agreement and any affected Service Order(s) without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1. The Master Service Agreement, its Attachments, and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which Company provides the Services. If any provision of the Master Service Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Service Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service being provided hereunder, then such law or regulation will take priority over the relevant provision of the Master Service Agreement, the Attachments, and the Service Order(s) only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Master Service Agreement, nothing contained in the Master Service Agreement shall constitute a waiver by Company of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

1. Entire Agreement. The Master Service Agreement, including without limitation all attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter. Customer may not amend, modify or supplement the Master Service Agreement without the written consent of the Company.
2. Order of Precedence. To the extent that the terms of the Service Agreement are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement shall control. Each Service shall be provisioned pursuant to the terms and conditions of the Master Service Agreement. In the event that the Company permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Order shall control.
3. Compliance with Laws. As between the Parties, Company will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Company's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in the Master Service Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.
4. Dispute Resolution. Any dispute, claim or controversy (a "**Dispute**") between the parties arising out of or related to the Master Service Agreement, shall be resolved, if possible, by friendly negotiation. If resolution cannot be achieved by such negotiation, then the parties will submit the Dispute to formal mediation before a single mediator; the parties shall endeavor to agree upon such mediator, or in the event they are unable to so agree, such mediator shall be selected under the auspices of the American Arbitration Association. In the event that the Dispute cannot be resolved through formal mediation within sixty (60) days of its submission to the mediator, the Dispute shall be resolved by binding arbitration before a single arbitrator. The parties shall endeavor to select the arbitrator by agreement, but in the event of their failure to so agree, the arbitrator shall be selected under the auspices of the American Arbitration Association. Unless the parties agree otherwise, the arbitration shall be governed by the Commercial Rules of the American Arbitration Association then in effect, and Article 75 of the New York Civil Practices Law and Rules. All Dispute resolution proceedings shall be conducted within the County of Albany, New York. Nothing contained herein shall be deemed to prevent a party from seeking and obtaining temporary or preliminary injunctive relief or any other provisional remedy necessary to protect the interests of that party during the pendency of Dispute resolution proceedings. All matters related to provisional remedies, or the enforcement of any rights or any award hereunder shall be venued exclusively in a court of competent jurisdiction within the County of Albany, New York.

5. Miscellaneous.

22.1. Governing Law; Venue and Jurisdiction. The Master Service Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of law. The parties irrevocably submit to the jurisdiction of the New York State Supreme Court in Albany, New York, or to the jurisdiction of the United States District Court for the Northern District of New York in Albany, New York, over any proceeding including, without limitation, actions at law and actions for specific performance and other equitable relief. The parties irrevocably waive, to the fullest extent permitted by law, any objection that they may have to the laying of venue of any such proceeding brought in such court, any claim that such proceeding brought in such court has been brought in an inconvenient forum, and any right to demand a jury trial.

22.2. Severability. If any provision of the Master Service Agreement is held to be illegal, invalid or unenforceable, that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid or unenforceable provision had never been part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect, added automatically to this Agreement a legal, valid, and enforceable provision that is as similar to the illegal, invalid, or unenforceable provision as possible.

22.3. No Waiver. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

22.4. No Assignment. Customer may not assign this Agreement without the prior written consent of Company, and any assignment in violation of this Section shall be null and void. Company may assign its rights and obligations under the Master Service Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Company herein may accrue to, or be fulfilled by, any affiliate, as well as by Company and/or its subcontractors.

22.5. Publicity. Customer may not issue a press release, public announcement or other public statements regarding the Master Service Agreement without Company's prior written consent.

22.6. Third Party Claims. Excluding any third party claims, claims under the Master Service Agreement must be initiated not later than two (2) years after the claim arose. There are no third party beneficiaries to this Agreement.

22.7. Independent Contractors. The Parties to the Master Service Agreement are independent contractors.

22.8. Notices. Any notice under the Master Service Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and Company at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing.

22.9. Survival. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 17.1, 18, 19, 21 and 22 and the Attachments shall survive the termination or expiration of the Master Service Agreement.

22.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals

and shall constitute valid execution and acceptance of the Master Service Agreement by the signing/transmitting party.

ATTACHMENT A

ACCEPTABLE USE POLICY

Customer agrees to and represents that Customer will use the Services and the international Internet network (the "Internet") only for their lawful, intended and proper uses. In this regard, Customer understands that the transmission of any material (i) that is legally obscene, violates proprietary rights of third parties, impairs the privacy of communications or is otherwise unlawful, or (ii) which causes technical disturbances to the Internet, or otherwise violates reasonable regulations of the Company or other providers with respect to the Internet, is prohibited. Customer understands that Customer is prohibited from knowingly engaging in any activities that will cause a denial of service to any customer of the Company, end-user, or other connected network. In addition, Company may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by Company, in its sole discretion, to be resulting in a material degradation of the Company network, until such time as such degradation has been remedied. In addition, it is contrary to the Acceptable Use Policy of the Company for Customer to permit any third party to use any Company service, directly or indirectly, for the purpose of unsolicited mass transmissions or multiple or inappropriate postings in a manner which, in Company's sole judgment and discretion, is abusive, offensive, inappropriate or unacceptable. Without limitation, Customer agrees that any of the following activities also constitute a prohibited use of Company's Acceptable Use Policy:

1. Posting or transmitting one or more articles, advertisements or other materials (i) to 10 or more unrelated Usenet newsgroups, forums (including Internet Relay Chat), electronic mail lists or other similar groups or lists (collectively, "Sites"), or (ii) to any one or more Sites if the materials are off-topic according to the charter or other owner published description of the Site.
2. Sending any unsolicited electronic mail message (i) to 25 or more electronic mail users, or (ii) to multiple electronic mail users in a manner which generates one or more complaints from such users.
3. Obtaining or attempting to obtain unauthorized access to any account or computer resource not belonging to me.
4. Engaging in any of the aforementioned activities using the service of another Internet Service Provider, but relaying such activities through a The Company computer account, or using a The Company computer account as a mail drop for responses.

Customer agrees that upon detecting any activity that the Company determines to be in violation of the Acceptable Use Policy, the Company may elect to take any one or more of the following steps:

- A. Provide Customer with thirty (30) days written notice of such violation, during which period Customer must explain, cease, remedy and/or correct the activity, whether the activity is being

conducted by Customer, its employees, its customers or other third parties, to Company's satisfaction in its sole discretion.

B. Implement technical mechanisms to block or prevent multiple transmissions or postings using the Company service.

C. Suspend or terminate without additional notice, beyond the initial thirty (30) day notice stated above, all or any portion of a service provided by the Company to Customer.

D. Recover from Customer any and all costs incurred by the Company in identifying, correcting or terminating prohibited activities under this Acceptable Use Policy, including, without limitation, the levying of cancellation or termination fees.

E. Pursue any and all other remedies, which may be available to the Company under law, equity, contract or tariff (or under the customary practices and procedures of the Internet community).

F. Take any and all other actions that the Company determines to be necessary or appropriate in connection with such prohibited activities.

SECURITY ALERTS – Important Information

All Internet users need to be aware of the problems caused by SPAM & viruses that are spreading throughout the Internet! Because of the security problems to our network caused by viruses, ALL Company High Speed Internet Users should have an up-to-date Anti-Spam & Anti-Virus Protection Program running at all times on their computer(s).

Attachment B

Voice Services

Phone Service. If Customer selects to receive the **Phone Service**, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

PRI Service. If Customer selects to receive the PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("**PRI**") connection to Customer's private branch exchange ("**PBX**") or other equipment facilities and services ("**Customer-provided equipment**" or "**CPE**"), and a variety of features, as described more fully in the applicable Service Order.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

Customer acknowledges that the voice-enabled cable modem used to provide Phone Service and the integrated access device ("**IAD**") used to provide the PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Company network service interruption. Customer also acknowledges that, in the

event of a power outage at Customer or any End User's facility, any back-up power supply provided with a the Company-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.

Customer shall specifically advise every end user of the Voice Service that the voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or network failure, the Voice Service and 911 Emergency Calling Service may not be available.

The location and address associated with the Voice Service will be the address identified on the Service Order (the "**Master Address**"). Customer is not permitted to move the Company Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

The Voice Service does not provide the capability to support 911 Emergency Calling Service from multiple locations or from a location other than the Master Address. If Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent local exchange carrier or a competitive local exchange carrier, a local telephone line or lines and ensure that 1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and 2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. Customer further agrees to defend, indemnify and hold harmless the Company, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to 911 calls made by end users of the Voice Service from locations other than the Master Address.

Customer agrees that the Company will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.

Customer acknowledges that the Company does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("**Alarm Services**").

Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service.

Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the

Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

The Company's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by the Company at the Company network demarcation point on the Customer's premise. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the Company network interface device or equipment. Customer must notify the Company at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

Customer agrees to provide the Company and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes the Company to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that the Company has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by the Company pursuant to its provision of the Voice Service will be protected by the Company as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

The Company may use and disclose CPNI when required by applicable law. The Company may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of the Company, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; and (iv) to protect the security and integrity of the Company's network systems. The Company will obtain Customer's consent before using CPNI to market to Customer the Company services that are not within the categories of services that Customer purchases from the Company. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, the Company will not be liable for any losses or damages arising as a result of disclosure of CPNI.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by the Company, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by the Company's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, the Company shall have no other liability for any error or omission in any directory listing information.