



Atlantic Broadband High-Speed Internet Subscriber Agreement

This Subscriber Agreement (“Agreement”) sets forth the terms and conditions under which Atlantic Broadband (Finance) LLC, and its applicable operating subsidiary (“Atlantic Broadband” or the “Company”) will provide subscribers (“Customer”, “you,” “your” or “Subscriber) Atlantic Broadband Business High-Speed Internet Service (“Services” or “Service”) and equipment used in connection with the Service at your business premises (“Premises”).

AGREEMENT: BY SIGNING UP FOR, ACTIVATING, USING OR PAYING FOR THE SERVICES, YOU AGREE TO THE PRICES, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE PRICES CHARGES, TERMS AND CONDITIONS WHICH ATLANTIC BROADBAND HAS POSTED OR MAY IN THE FUTURE POST ON ITS WEBSITE, www.atlanticbb.com/business, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, ON BEHALF OF YOURSELF, YOUR BUSINESS, INCLUDING ALL AGENTS, SERVANTS, EMPLOYEES AND/OR OTHER USERS WHO ACCESS THE SERVICE PROVIDED HEREUNDER. IF YOU DO NOT AGREE TO THE PRICING OR TO ANY TERMS OR CONDITIONS, CANCEL THE SERVICES IMMEDIATELY BY CALLING US ON OUR CUSTOMER SERVICE LINE DURING BUSINESS HOURS.

Changes to the Agreement: Atlantic Broadband reserves the right to change the rates, terms, and conditions of this Agreement and its online pricing lists, and it may discontinue or modify any or all other aspects of the Service, in its sole discretion, at any time by posting changes online at www.atlanticbb.com/business. Your continued use of Atlantic Broadband High-Speed Internet Service after changes are posted online constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement. Because Atlantic Broadband may, from time to time, notify you about important information regarding the Service, this Agreement, and related matters electronically and/or by mail, you agree to check your postal mail, email, and all postings on Atlantic Broadband’s website at www.atlanticbb.com/business (or at an alternative website if we so notify you) regularly and to bear the risk of failing to do so.

1. Equipment and Software

1.1 Computer Equipment: You are solely responsible to provide your own computer equipment together with appropriate software and network interface. The computer(s) that you use to access the Service must meet minimum configuration standards. Company

does not install, support, maintain, repair or replace third-party hardware. Questions concerning third-party hardware should be directed to the manufacturer of that hardware product.

1.2 Network Interface: Each computer will need a network interface card or adapter, which you may purchase from Company. This interface will become your property, even if you terminate the Service. Company will have no obligation to install, support, maintain, repair or replace any network interface, even if we provided it. Questions concerning the network interface card or adapter should be directed to the manufacturer of that hardware product.

1.3 Cable Modem and Other Equipment: You may provide your own cable modem at your own cost, or you may lease the cable modem or other equipment from Company as indicated on the coversheet of this Agreement. If you lease the cable modem or other equipment from us, upon termination of the Service for any reason, you must return the cable modem and equipment to us in substantially the same condition as it was in when we originally provided it to you, normal wear and tear excepted, within ten (10) days. If you provide your own modem, it must be DOCSIS version 1.1 or higher compliant. Company will have no obligation to install, support, maintain, repair or replace any cable modem or other equipment that you provide. Questions concerning a cable modem or other equipment that you supply should be directed to the manufacturer of that product.

1.4 Software: Company does not provide certain types of third-party software necessary to use the Service, for instance browser, plug-ins, or an email client. You must provide this software at your own cost in order to use the Service. If you have any questions concerning third-party software, you should contact the software manufacturer directly. If Company does provide such third-party software and/or to the extent Company licenses any software, including installation tools, such software is provided for the limited purpose of facilitating your use of the Service. You will not engage in, or permit any additional copying, or any translation, reverse engineering, or reverse compiling, disassembly or modification of or preparation of any derivative works based on such software, all of which are prohibited. You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins and any such licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service.

2. Use of the Service

2.1 Acceptable Use Policy: You agree not to use the Service for any unlawful purpose and to comply with all policies and terms of the Acceptable Use Policy for Business Services (“AUP”), which is attached to this Agreement and is incorporated herein by reference. Company may change the AUP from time to time without notice by posting updated versions at www.atlanticbb.com/business or another website about which you

have been notified. If you, and/or any User of your service, fail to abide by any of the terms of the AUP, as updated, Company may terminate this Agreement and the provision of the Service to you. Company reserves the right to charge you for any direct or indirect costs we may incur in connection with your failure to abide by the AUP. You and all Users of the Service should periodically review the AUP to conform to the most recent version.

2.2 Users of the Service: The Service equipment and upgrades we provide shall be used only by you, your agents servants and employees and individuals who use the Service on the premises to which the Service is delivered (“Users”) and is not for resale or reuse. You shall have sole responsibility for ensuring that all Users understand and comply with the terms and conditions of this Agreement, the AUP and any other provisions incorporated herein by reference. You further acknowledge and agree that you are solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the by you or by such Users.

2.3 Theft of Service: You will not connect the Service or the cable modem(s) we provide to more computers or to any locations outside of your premises as reflected in your account with us. If you use a wireless or other network, you are solely responsible to establish security measures for that network to prevent unauthorized use or theft of the Service. You acknowledge that any unauthorized receipt of the Service constitutes theft of the Service, which is a violation of federal law and can result in both civil and criminal penalties. In addition, if the violations are willful and for business advantage or private financial gain, the penalties may be increased.

3. Monitoring The Services, Security and Privacy

3.1 Customer Privacy: Our Customer Privacy Policy is posted on our website www.atlanticbb.com/business and is incorporated into this Agreement by reference. We provide you with a copy of the Customer Privacy Policy at the time of installation. You acknowledge receipt and you consent to its terms.

3.2 Security: The Service uses resources that may be shared with many other customers. Moreover, the Service provides access to the Internet, which is used by millions of other users. You are solely responsible for taking the necessary precautions to protect yourself, any User and your equipment, software, software configurations, files and data against any risks inherent in the use of this shared resource. Without limiting this responsibility:

a. Service Setup, Customer Networks: You acknowledge that when using the Service there are certain applications, such as a web browser or email client, that use protocols such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by others to gain access to your computer and operating system including all software, files and data thereon. You are solely responsible for the security of your computer(s) operating system(s), networks including wireless networks, or any other equipment you choose to use in connection with the Service, including without limitation any software, files or data stored thereon. Company shall have no liability whatsoever for any claims, losses, actions, damages, suits or

proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to your computer(s), operating system(s), or other equipment of yours or the data, software or files thereon.

b. File and Print Sharing: The Service functions in some ways as a Local Area Network (LAN) and as such, others may be able to access your computer, operating system, data and other equipment connected in some way to your computer and operating system. In addition, some software includes capabilities that will permit other users to gain access to your computer, operating system, data and other connected equipment to the software, files and data stored on such equipment, even if you are not using the Service. We recommend that you disable file and print sharing and other capabilities that allow outside users to gain access to your computer, operating system, or other equipment of yours or the data, software or files thereon. You acknowledge that if you choose to run these applications, you should take appropriate security measures, and that any failure by you to follow this recommendation is at your sole risk. Company shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others to your computer, operating system, or other equipment of yours or the data, software or files thereon.

3.3 Information Provided To Third Parties: The Service will allow you to access third parties, including without limitation, content providers, online services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Service and others may be accessible from the third parties referenced above. All information you provide to third parties if you choose to provide this information to third parties, you understand that it is not subject to the privacy provisions of this Agreement. You are solely responsible for any and all data, including, without limitation, encrypted data that is sent to, stored on or retrieved from any server utilized in providing the Service to you. We make no representations or warranties regarding the viability, integrity or robustness of any encryption used by us or our suppliers. Company shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others to your data. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Service.

3.4 Monitoring Bandwidth Consumption: The Service you selected has maximum throughput and transfer limits. You acknowledge and agree that Company may monitor your bandwidth consumption at any time and on an on-going basis, and if in our sole judgment we determine your bandwidth consumption is excessive, Company may limit it by any means available, including suspension or termination of the Service or requiring you to migrate to a higher level of service which may be offered at a price different from your current service.

4. Fees, Charges and Payment

4.1 Agreement to Pay: You agree to pay Company for your subscription to the Service and for all use of your account, including without limitation applicable all recurring and non-recurring charges together with all applicable local, state and federal fees and taxes except income taxes, arising under this Agreement. During any renewal period following the initial term of this Agreement, Company reserves the right to change its prices upon thirty days advance written notice.

4.2 Billing: Recurring monthly charges will be billed monthly in advance. Installation/non-recurring charges are due at or before the time of installation. All charges are payable on the due date specified on the bill.

4.3 Late Fees: Company may assess an administrative late charge in an amount up to 1.5% per month on Service accounts that are past due. Payment for the Service must be received by Company on or before the due date stated on the monthly bill. Failure to deliver payment by the due date is a breach of this Agreement. You agree that each individual non-payment causes Company to suffer damages in an amount that is difficult to ascertain with certainty. We have made a reasonable estimate to determine the damages caused by late payments generally and have used this estimate to set a liquidated damages late fee amount. The current late fee is listed on our published price list or can be provided upon request. We reserve the right to change the late fee amount at any time in the future by posting the revised fees on our website or by sending written notice by mail delivered to your address of record, or by email to your address on our account records. We do not extend credit to customers and the administrative fee(s), related fees, charges and assessments are not interest, a credit service charge or a finance charge. Company's late fee practices may be revised to comply with applicable state or local laws, rules or regulations.

4.4 Termination: If your account is past due, Company may terminate Service to you without notice. If you discontinue the Service or the Service to you is discontinued for any reason including nonpayment, you may be required, in addition to payment of all outstanding balances on all accounts with Company, to pay a reconnect charge or trip charge (where applicable) before reconnection. Note: termination of your Service may not be sufficient to terminate billing by a third party ISP for additional or continuing services under the ISP's terms. You are solely responsible for contacting any third party ISP to ensure that all such services are terminated in accordance with the ISP's.

4.5 Service Fees and Collections: If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorneys' fees and arbitration or court costs. We may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee is listed on our published price list or can be provided upon request.

4.6 Credit Inquiries: Company may verify your credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Subscriber's credit standing.

4.7 Charges for Online Services, Internet Transactions or Additional Third Party Charges: Through use of the Service, you may access certain information, content, products, and services of others, for which there is a charge. These include, for example, certain online services such as America Online. You agree that you are solely responsible for all fees or charges for these online services, products or information. In addition, you are solely responsible for protecting the security of credit card information provided in connection with any such transactions.

5. Disclaimer of Warranties and Limitation of Liability

5.1 No Warranty: YOU AGREE THAT YOU USE THE SERVICE AND ANY SOFTWARE AND CABLE MODEM SUPPLIED BY ATLANTIC BROADBAND AT YOUR SOLE RISK. THE SERVICE AND ATLANTIC BROADBAND CABLE MODEM ARE PROVIDED ON AN "AS-IS BASIS," WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ATLANTIC BROADBAND DOES NOT WARRANT UNINTERRUPTED USE OF THE SERVICE OR THAT IT WILL OPERATE AS REQUIRED, UNINTERRUPTED, AT ANY MINIMUM SPEED, ERROR FREE. YOUR SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT UPON REQUEST ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, YOU MUST REQUEST THE CREDIT FROM ATLANTIC BROADBAND WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR THE SERVICE AND ANY CREDITS PROVIDED BY ATLANTIC BROADBAND ARE AT OUR SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY ATLANTIC BROADBAND. ATLANTIC BROADBAND DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ATLANTIC BROADBAND DOES NOT WARRANT THAT ANY DATA OR FILES YOU SEND OR RECEIVE VIA THE SERVICE WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO YOUR COMPUTER. ATLANTIC BROADBAND DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

5.2 LIMITATION OF LIABILITY: ATLANTIC BROADBAND SHALL HAVE NO LIABILITY, AND WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, SOFTWARE CONFIGURATION, HARDWARE, DATA OR FILES. EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN

SECTION 5.1 ABOVE, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ATLANTIC BROADBAND BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES OR PERSONAL INJURY OR DEATH ARISING OUT OF OR OTHERWISE ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE, THE INSTALLATION, MAINTENANCE, REMOVAL OR FAILURE OF THE SERVICE OR ANY CABLE MODEM SUPPLIED BY US. ATLANTIC BROADBAND SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING, DIRECTLY OR INDIRECTLY, OUT OF, OR IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING ALLEGING IN WHOLE OR IN PART THAT THE USE OF THE SERVICE OR CABLE MODEM BY CUSTOMER, USER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

5.3 Right of Entry and Damage to Computer During Installation: You agree to permit Company to enter your premises at reasonable times to install, connect, disconnect, repair or inspect the cable modem or other equipment used to provide the Service. You shall be responsible for any site preparation activities necessary for installation of the Service including any required relocation of Customer-provided equipment. Customer shall cooperate with Company and provide any necessary network diagrams or other information necessary for proper installation and Customer's authorized representative must be present during installation. Company shall not be liable for any damage, loss or destruction to your premises or your computer or associated equipment during installation, including but not limited to any damage to, or loss or destruction of, any hardware, software, files or data. YOU UNDERSTAND THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICE, CABLE MODEM AND/OR SOFTWARE MAY RESULT IN DAMAGE TO YOUR COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE, SOFTWARE CONFIGURATION AND DATA FILES STORED THEREON. YOU SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES.

5.4 Force Majeure: You agree that Company will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

5.5 Damage to Cable Modem or Equipment Owned by Company: Any cable modem or other equipment provided by Company shall remain its sole property throughout the

term of this Agreement. You agree that you will not sell, transfer, lease, assign or otherwise encumber any such cable modem or other equipment. You agree to pay the full retail cost for the repair or replacement of any lost, stolen, damaged (excluding normal wear and tear) or unreturned cable modem or other equipment, together with any costs incurred by Company in obtaining or attempting to regain possession of such cable modem.

5.6 Mailbox Deactivation/ Ownership of Addresses: You agree that if you do not access a Company mailbox for a period of six months, Company may deactivate the mailbox. You understand that Company will delete the contents of the mailbox, if any, at that time. You acknowledge that use of the Service does not give you any ownership or other rights in any Internet/online addresses provided to you by us, including but not limited to Internet Protocol ("IP") addresses, email addresses and web addresses. We may modify or change IP addresses at any time, modify or change your email address and web address with notice, and shall in no way be required to compensate you for these changes.

6. Indemnification: You agree to indemnify and hold harmless Company from any claims brought against Company related to your (including Users) use of the Service or the violation of this Agreement including without limitation the Acceptable Use Policy or the Privacy Policy. You agree to pay any attorneys' fees incurred by Company in bringing any action related to the Service or a breach of the terms of this Agreement by you or any other user of your Service of the cable modem we supply.

7. Termination of Service

7.1 Term: This Agreement is effective as of the date signed and will remain in effect until canceled by Company or Customer. Upon termination of Service for any reason, you agree to return any cable modem or other equipment provided by Company to within ten (10) days. If you do not return the cable modem or other equipment within ten (10) days of the date of termination of your account, Company will add a charge to your account balance for the full retail value of such cable modem or other equipment.

a) **Early Termination Charges:** From time to time the Company may elect to offer promotional plans which require Customer to commit to a specific term. If the Customer's service is disconnected prior to the end of the committed term and the disconnect is due to any reason other than from a breach of the Agreement by Atlantic Broadband, the Customer shall pay an early termination charge as specified in the promotional materials and/or the Business Service Agreement Form specifying your term service.

7.2 Company's Right to Terminate the Service: In addition to its rights to terminate this service stated elsewhere in this Agreement, Company may terminate or disconnect the Service at any time without prior notice if Company believes in its sole discretion that you have:

- (a) Violated the AUP;
- (b) Violated any other provision of this Service Agreement.

7.3 Rights Upon Termination: In the event that your account is terminated or cancelled, no refund, including any fees you paid to Company, will be granted; no online time or credits (for example, points in an online game) will be credited to you, nor can it be converted to cash or another form of reimbursement. ATLANTIC BROADBAND WILL NOT BE RESPONSIBLE FOR THE RETURN OF DATA STORED ON OUR SERVERS, SUCH AS WEB AND EMAIL SERVERS. You agree that Company has no obligation to visit your premises upon termination to reconfigure your computer or other Customer supplied equipment.

8. Entire Agreement, No Waiver, Assignment: This Agreement combined with the rates of your particular service plan and any term commitments and early termination charges associated with any promotion for your particular service plan, constitutes the entire agreement and understanding between you and Atlantic Broadband with respect to its subject matter, and supersedes and replaces any and all prior written or oral agreements. Any change to this Agreement is only valid if signed by the President and CEO of Atlantic Broadband or if posted online at www.atlanticbb.com/business by Atlantic Broadband. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Atlantic Broadband's rights and remedies available at law or in equity. Atlantic Broadband's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Atlantic Broadband to third parties.

9. Survivability: All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement. Any other obligations of the parties hereunder shall survive if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.