

## **Atlantic Broadband Commercial Subscriber Agreement**

This Commercial Subscriber Agreement ("Agreement") shall operate to supplement the Commercial Services Agreement by setting forth additional terms and conditions under which Atlantic Broadband Finance, LLC, and its applicable operating subsidiary that owns and/or operates the cable television system in your area ("Atlantic Broadband") will provide commercial subscribers ("you", "your" or "Subscriber") with Atlantic Broadband cable television service ("Video Service"), Atlantic Broadband high speed internet service, including wireless internet and email services ("Internet Service"), and/or Atlantic Broadband voice over internet protocol service ("Voice Service") (each a "Service" and collectively the "Services") and associated equipment used in connection with the Services ("Atlantic Broadband Equipment") at your premises where the Services will be installed and used ("Premises"). Customer accepts these terms and conditions on behalf of itself, its business, including all agents, employees and/or other users who access or use the Services provided hereunder. Your use of the Services constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement. If you do not agree to comply with all of these terms of this Agreement your sole and exclusive remedy is to discontinue your use of the Services.

**1. 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](http://www.atlanticbb.com) ("Website"), all of which are incorporated herein by reference. 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 normal business hours. 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 Services, in its sole discretion, at any time by posting changes online at the Website. Your continued use of the Services after changes are posted on the Website 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 Services, 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 (or at an alternative website if we so notify you) regularly and to bear the risk of failing to do so. You warrant that the Subscriber information that you have provided, and will provide, to Atlantic Broadband during the term of this Agreement, including without limitation, your legal name, address, telephone number(s), and payment data, if applicable (e.g. credit card numbers and expiration dates and bank account information) is accurate, complete, and current. You agree to promptly notify Atlantic Broadband, in accordance with the terms and conditions of this Agreement, if there is any change in the information that you have

provided to Atlantic Broadband. Failure to provide and maintain accurate information constitutes a breach of this Agreement. Identity verification, credit check and/or deposit may also be required. You shall not resell or redistribute access to the Services in any manner without the express prior written consent of Atlantic Broadband. You agree that the Services and the Atlantic Broadband Equipment will only be used by you or by any other person/entity, whether authorized by you or not, for lawful purposes and agree that it will not be used for transmitting or receiving any communication or material that in Atlantic Broadband's sole judgment may constitute a crime, give rise to civil liability, or otherwise violate any applicable local, state, or federal law or regulation. You understand that Atlantic Broadband reserves the right to act immediately and without notice to you to terminate or suspend the Services and/or to remove from the Services any information transmitted by you or to you if Atlantic Broadband (i) determines that such use or information does not conform with the requirements set forth in this Agreement; (ii) determines that such use or information interferes with Atlantic Broadband's ability to provide the Services to you or others; (iii) determines that such information or use interferes with the rights of other subscribers; or (iv) reasonably believes that such use or information may violate any law or regulation. You understand that Atlantic Broadband's action or inaction does not constitute review or approval of your or any other user's use or information.

## **2. EQUIPMENT AND PREMISES WIRING.**

**2.1 Atlantic Broadband Equipment:** The set top box unit, cable modem and/or other Atlantic Broadband Equipment delivered to you and/or installed on your Premises to receive the Services shall remain the property of Atlantic Broadband. You assume the risk of loss, theft or damage to the Atlantic Broadband Equipment at all times prior to the removal of the Atlantic Broadband Equipment by Atlantic Broadband or return of the Atlantic Broadband Equipment by you. A valid credit card may be required as a condition for the provision of certain equipment. You must use the Atlantic Broadband Equipment to access the Services. The monthly rental fee is listed on the price list posted on the Website. You agree to return the Atlantic Broadband Equipment to Atlantic Broadband if your Service is terminated or cancelled by either you or Atlantic Broadband. You agree not to sell, transfer, lease, encumber, or assign all or any part of the Atlantic Broadband Equipment to any third party. You agree to pay Atlantic Broadband the cost of the full replacement of any Atlantic Broadband Equipment if such Atlantic Broadband Equipment or part thereof is lost, stolen, unreturned, damaged (excluding normal wear and tear), sold, transferred, leased, encumbered, assigned or if for any other reason you fail to return the Atlantic Broadband Equipment at the end of your Service. You further agree not to tamper with the Atlantic Broadband Equipment or change its identifier or electronic serial number or address. You acknowledge that the Atlantic Broadband Equipment is merely a means for Atlantic Broadband to provide you the Service and that Atlantic Broadband may remove or change it at Atlantic Broadband's discretion. You agree not to use the Atlantic Broadband Equipment for any purpose other than to use the Service in accordance with this Agreement.

**2.2 Subscriber Owned Equipment:**Subscriber agrees that Atlantic Broadband is not responsible for the operation, maintenance, service or repair of Subscriber's television, computer, media players, speakers, receivers, cable modem, wireless router, cellphones, tablets, mobile devices, radio or any other consumer/business electronics, which may, from time to time, be connected to the Services.

**2.3 Premises Wiring:**You may install wiring inside your Premises ("Premises Wiring"), such as additional cable wiring and outlets, provided it does not interfere with the normal operations of Atlantic Broadband's wiring and network. If you have Atlantic Broadband install or repair Premises Wiring, Atlantic Broadband will charge you for that installation or repair. Regardless of who installed it, Atlantic Broadband considers the Premises Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Premises Wiring, unless you and Atlantic Broadband have agreed otherwise in writing. (If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Premises Wiring.) For multiple commercial tenantbuildings the Premises Wiring shall not be deemed a fixture or part of the Subscriber'sPremises unless the Subscriber purchases the Premises Wiring when Servicesare terminated.

**3. ACCESS.**Subscriber authorizes Atlantic Broadband and itsempleeys, agents, contractors, and representatives to enter your Premises in order to install, activate, deactivate, maintain, inspect, repair and remove the Atlantic Broadband Equipment and the Services. Atlantic Broadband will arrange access at reasonable times agreeable to you and Atlantic Broadband. You warrant that you are either the owner of the Premises or that you have the authority to give Atlantic Broadband access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply Atlantic Broadband or its agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

**4. CHANGES TO SERVICES.** Subject to applicable law, Atlantic Broadbandhas the right to change our Services, Atlantic Broadband Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability, subscriber equipment requirements, speed, and upstream and downstream rate limitations. When we do give you notice, it may be provided on the Website, your monthly invoice, as an invoice insert, e-mail message, in a newspaper or other communication permitted under applicable law. If you find a change in the Services unacceptable, you have the right to cancel your Services. However, if you continue to receive Services after the change, this will constitute your acceptance of the change.

## **5. CHARGES AND PAYMENT.**

**5.1 Fees and Charges:** Subscriber will pay all charges and fees for the Services, including, but not limited to, installation/service call charges, monthly service charges, Atlantic Broadband Equipment charges, measured and per-call charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on Atlantic Broadband, permitted fees and cost recovery charges, or any programs in which Atlantic Broadband participates, including, but not limited to, public, educational, and governmental access, universal service fund, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. You will be responsible for paying any governmental or quasi-governmental imposed fees and taxes that become applicable retroactively. Atlantic Broadband will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case Atlantic Broadband may elect not to provide notice except where required by applicable law. Not all fees apply to all Services. Subscriber acknowledges receipt of the schedule of applicable fees and charges delivered on the date of installation of the Services and this information is available online on the Website. Subject to applicable law, Atlantic Broadband will have the right from time to time to change the amount of fees and charges and/or its method of invoicing for Services at its discretion. Such changes may include imposing fees and charges for new services or features. Monthly service, equipment and other fees will be payable monthly in advance while usage based charges (for example, international calls associated with Voice Service) will be billed in arrears. Installation and other charges will be billed according to the Atlantic Broadband's then current invoicing policies.

**5.2 Monthly Invoices:** Atlantic Broadband will mail a summary invoice statement to you monthly. Unless you are subject to a minimum term arrangement, Services are provided to you on a month-to-month basis. You will generally be invoiced monthly, in advance, for recurring service charges, Atlantic Broadband Equipment charges, and fees. Your first invoice may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be invoiced for some Services individually after they have been provided to you; these include, but are not limited to, measured and per-call charges and charges for pay-per-view movies or events, interactive television and e-commerce. If you receive Services under a promotion, then-current regular charges for the Services will apply after the promotional period ends. Atlantic Broadband does not waive its rights to collect the full balance owed to Atlantic Broadband by accepting partial payment. Atlantic Broadband will apply the partial payment to the outstanding charges in the amounts and proportions that Atlantic Broadband determines.

**5.3 Credit Cards; Direct Debit/Electronic Funds Transfer:** Subject to

acceptance by Atlantic Broadband, Subscriber may opt to authorize Atlantic Broadband to charge all amounts payable by Subscriber to Atlantic Broadband via Subscriber's credit card, direct debit, or electronic funds transfer. By choosing either of these options, Subscriber authorizes Atlantic Broadband to continue charging, debiting or transferring amounts due for all monthly fees (including, without limitation, monthly service fees and Atlantic Broadband Equipment charges, as well as applicable taxes and fees) payable to Atlantic Broadband, and any other charges incurred by Subscriber and payable to Atlantic Broadband pursuant to this Agreement. You agree to inform Atlantic Broadband immediately of any change in your credit card (including without limitation, a change in expiration date), direct debit, electronic funds transfer or bank account information.

**5.4 Late Payments or Failure to Pay:** If payment is not received by the due date stated on your invoice, late fees and/or collection charges may be assessed against you and your Services may be suspended, restricted, cancelled, or terminated without notice. Service suspension, restriction, or termination could result in loss of your Atlantic Broadband provided telephone number(s) or email address(es) associated with your Services. You may be required to pay a reconnect fee, activation fee, and/or a security deposit, in addition to all past due charges, before the Services are reconnected.

**5.5 Collection Costs:** If Atlantic Broadband is required to use a collection agency or attorney to collect moneys owed by you or to assert any other right Atlantic Broadband may have against you, you agree to pay the reasonable costs of collection or other action. These costs include, but are not limited to, any collection agency's fees, reasonable attorney's fees, and arbitration or court costs.

**5.6 Fees Not Considered Interest or Penalties:** Any late fees and related fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of Atlantic Broadband's costs resulting from late payments and nonpayment. These costs will be difficult to calculate or to predict at the time such late fees and related fees, charges, and assessments are set, because Atlantic Broadband cannot know in advance (i) whether you will pay for the Services on a timely basis; (ii) if you do pay late, when you will actually pay; and (iii) what costs Atlantic Broadband will incur because of your late payment or nonpayment.

**5.7 Invoicing Errors:** Subject to applicable law, you must notify Atlantic Broadband of any invoicing errors or other requests for refund within thirty (30) days of the date on the invoice. You understand that, from time to time, Atlantic Broadband may inadvertently fail to invoice you for charges or fees incurred by you in connection with your use of the Service. In such an event, you agree to pay any such charges or fees when invoiced by Atlantic Broadband, without regard to when those charges or fees were incurred by you.

**5.8 Credit Information:** You authorize Atlantic Broadband to make inquiries and to receive information about your credit history with others, enter this information in your file, and disclose this information to credit reporting agencies and similar third parties.

**5.9 Voice Service; Minutes of Use Rounded up to the Next Full Minute:** Any fractional minute of use of the Voice Service will be rounded up to the next full minute at the end of each call for usage and invoicing purposes and, if applicable, for calculating International calling minutes. For example, if the first call lasts 1 minute and 5 seconds and the next call last 3 minutes and 38 seconds, the first call will be counted as 2 minutes and the second call would be counted as 4 minutes, for a total of 6 minutes for usage, plan and invoicing purposes.

**5.10 Early Termination Charges:** If you entered into a term commitment contract and fail to maintain Service for the term commitment to which you agreed, you will be charged an early termination charge equal to one hundred percent (100%) of the monthly service and Atlantic Broadband Equipment charges multiplied by the number of months remaining in the term commitment, plus one hundred percent (100%) of the balance of any unpaid installation/construction charges, if any ("Early Termination Charges"). You agree that the Early Termination Charges are a good faith estimate of Atlantic Broadband's actual damages and are not a penalty. Any such Early Termination Charges shall be due and payable immediately upon receipt of an invoice therefor. Such Early Termination Charges may be waived, at the sole discretion of Atlantic Broadband, and may be waived if you can demonstrate that you have moved outside of Atlantic Broadband's service area.

**5.11 Prior Accounts:** Subscriber warrants that no outstanding balances are owed to Atlantic Broadband from previous accounts with Atlantic Broadband. If Atlantic Broadband finds a prior account with Subscriber with outstanding balances owed to Atlantic Broadband, then Atlantic Broadband may apply any funds received to that prior account or transfer the outstanding balance from the prior account to the new Subscriber account.

**5.12 Charges for Online Services, Internet Transactions or Additional Third Party Charges:** Through use of the Internet Service, you may access certain information, content, products, and services of other third-parties, for which there is a charge. 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.

## **6. TERMINATION, SUSPENSION, AND TRANSFER OF SERVICE.**

**6.1 Termination of Service by Subscriber:** You may terminate this Agreement for any reason at any time by providing notice of termination to Atlantic Broadband in person at a local Atlantic Broadband cable system office or by calling Atlantic Broadband's customer service department. To avoid any invoicing misunderstanding,

telephone requests for termination should be followed up either in writing or in person. Upon termination, Atlantic Broadband may charge additional fees on any unpaid balance. Atlantic Broadband reserves the right to continue invoicing for Services through the end of the invoice cycle or until all Atlantic Broadband Equipment has been returned, whichever occurs first. The replacement costs for any unreturned Atlantic Broadband Equipment will be posted to Subscriber's account once invoicing ends. In the event that the Atlantic Broadband Equipment is destroyed, damaged, lost or stolen, or not returned to Atlantic Broadband upon termination of Services, Subscriber shall be liable to Atlantic Broadband for the full replacement cost of any unreturned Atlantic Broadband Equipment. Subscriber understands and agrees that any security deposit amounts may be used solely at the discretion of Atlantic Broadband to offset any outstanding balance and or the cost of any unreturned Atlantic Broadband Equipment. Further, Subscriber understands and agrees that Atlantic Broadband may charge Subscriber's credit card on file at termination of Services in the amount of any outstanding balance and/or for the cost for any unreturned Atlantic Broadband Equipment, in accordance with applicable law. All applicable fees and charges will accrue until the date of termination, including any applicable Early Termination Charges if applicable.

**6.2 Suspension or Termination of Services by Atlantic Broadband:** Atlantic Broadband may suspend Services or terminate this Agreement for any reason. If Atlantic Broadband suspends Services or terminates this Agreement because you failed to comply in full with any term of this Agreement, Atlantic Broadband may do so at any time with or without notice to you. If you reinstate any or all Services after suspension or termination, Atlantic Broadband may require you to pay a reconnection fee, installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to Atlantic Broadband's credit policies, this Agreement and applicable law.

**6.3 Obligation Upon Termination of Agreement:** You agree that upon termination of this Agreement you will (i) immediately cease use of the Services and the Atlantic Broadband Equipment; (ii) pay in full all applicable outstanding charges; and (iii) promptly return the Atlantic Broadband Equipment to Atlantic Broadband.

**6.4 Switching Voice Service to Another Provider:** If your Voice Service is terminated, you may transfer your telephone number from Atlantic Broadband to another service provider. In order to do so, you must terminate Service and place the transfer order through your new service provider (and not through Atlantic Broadband). Atlantic Broadband will release your number to your new service provider, provided that (i) your new service provider requests the transfer upon termination of your account; (ii) your new service provider is willing to accept transfer of the telephone number without delay or charge; (iii) you have paid all outstanding charges to Atlantic Broadband; and (iv) transfer of our existing telephone number to the new service provider will not, in Atlantic Broadband's view, violate applicable law, regulations, processes, and procedures.

## **7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

**7.1 No Warranty:** YOU AGREE THAT YOUR USE OF THE SERVICES AND ANY ATLANTIC BROADBAND EQUIPMENT IS AT YOUR SOLE RISK. THE SERVICES AND ATLANTIC BROADBAND EQUIPMENT 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 SERVICES OR THAT THE SERVICES OR ATLANTIC BROADBAND EQUIPMENT WILL OPERATE AS REQUIRED, UNINTERRUPTED, OR 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 SERVICES 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 FIFTEEN (15) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR THE SERVICES 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 SERVICES OR THE ATLANTIC BROADBAND EQUIPMENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ATLANTIC BROADBAND DOES NOT WARRANT THAT ANY INFORMATION, DATA OR FILES YOU SEND OR RECEIVE VIA THE SERVICES WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO SUCH INFORMATION, DATA OR FILES. 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.

**7.2 Limitation of Liability:** ATLANTIC BROADBAND SHALL HAVE NO LIABILITY, AND WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGES TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, SOFTWARE CONFIGURATION, HARDWARE, DATA OR FILES. IN NO EVENT 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 SERVICES, THE INSTALLATION, MAINTENANCE, REMOVAL OR FAILURE OF THE SERVICES OR ANY ATLANTIC BROADBAND EQUIPMENT. 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 SERVICES OR ATLANTIC BROADBAND EQUIPMENT BY SUBSCRIBER 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. ATLANTIC BROADBAND'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY ATLANTIC BROADBAND OF ANY OBLIGATION ATLANTIC BROADBAND MAY HAVE UNDER THIS AGREEMENT OR APPLICABLE LAW SHALL BE SUBSCRIBER'S ABILITY TO TERMINATE THE SERVICES OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE ATLANTIC BROADBAND EQUIPMENT. IN NO EVENT SHALL ATLANTIC BROADBAND'S LIABILITY TO SUBSCRIBER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY SUBSCRIBER DURING THE PRECEDING THIRTY (30) DAY PERIOD. IN NO EVENT SHALL ATLANTIC BROADBAND BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING SERVICE PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY ATLANTIC BROADBAND.

**7.3 Right of Entry and Damage:** Atlantic Broadband shall not be liable for any damage, loss or destruction to your Premises or your property or associated equipment during installation, including but not limited to any damage to, or loss or destruction of, any property, hardware, software, files or data. YOU UNDERSTAND THAT THE INSTALLATION, ACTIVATION, DEACTIVATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES OR ATLANTIC BROADBAND EQUIPMENT MAY RESULT IN DAMAGE TO YOUR TELEVISION, COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE, SOFTWARE CONFIGURATION AND DATA FILES STORED THERE ON. YOU SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES.

**7.4 Survivability:** All representations, warranties, indemnifications and limitations of liability contained in this Agreement will survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

**8. INDEMNIFICATION.** You agree to indemnify and hold harmless Atlantic Broadband from any claims brought against Atlantic Broadband related to your (including multiple users) use of the Services or the violation of this Agreement including, without limitation, the Acceptable Use Policy. You agree to pay any attorneys' fees incurred by Atlantic Broadband in bringing any action related to the Services or a breach of the terms of this Agreement by you or any other user of your Services or the Atlantic Broadband Equipment.

**9. SUBSCRIBER INFORMATION AND PRIVACY.**Atlantic Broadband will respect your privacy interests, including your right to limit disclosure of certain information to third parties in the manner described in the Atlantic Broadband Customer Privacy Notice. This document was delivered to you together with other documents relating to the Services, and Atlantic Broadband will deliver it to you annually as long as you receive Atlantic Broadband's Services. It is also available on the Website. You acknowledge that you have received Atlantic Broadband's Customer Privacy Notice and that you expressly consent to the terms of that policy. Atlantic Broadband reserves the right to amend its policies from time to time.

**10. THEFT OF SERVICE, LIMITATIONS OF USE, AND INTELLECTUAL PROPERTY RIGHTS.**

**10.1 Obligation to Report Theft of Service:** You are liable for all use of the Services, using your Atlantic Broadband Equipment and for any and all stolen Services or unauthorized use of the Services. You agree to notify Atlantic Broadband immediately in writing or by calling Atlantic Broadband's customer service line during normal business hours if you become aware at any time that the Atlantic Broadband Equipment is stolen or that your Service is being stolen or used without your authorization. If you fail to notify Atlantic Broadband in a timely manner, your Services may be terminated without notice, with additional charges to you.

**10.2 Limitations of Use:** The Services and Atlantic Broadband Equipment, including any firmware or software embedded in the Atlantic Broadband Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Atlantic Broadband Equipment or used to provide the Services. You expressly agree that you will use the Atlantic Broadband Equipment exclusively in connection with the Services. You shall not reverse, compile, disassemble, or reverseengineer or otherwise attempt to derive the source code from the binary code of the firmware or software. If you decide to use the Services through an interface device not provided by Atlantic Broadband, which Atlantic Broadband reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless Atlantic Broadband against any and all liability arising out of your use of such interface device with the Services.

**10.3 Protection of Intellectual Properties:**All Atlantic Broadband's Service information, documents, and materials on Atlantic Broadband's Website are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names of Atlantic Broadband are, and

shall remain, the exclusive property of Atlantic Broadband, and nothing in this Agreement shall grant you the right or license to use any of Atlantic Broadband's intellectual properties.

## **11. MISCELLANEOUS.**

**11.1 Entire Agreement:** This Agreement and the policies and postings referenced in this Agreement, along with the rates of your particular Service, any term commitments and Early Termination Charges associated with any promotion for your particular Services, constitute the entire agreement with respect to the Services. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of you and/or Atlantic Broadband or any predecessor in interest to Atlantic Broadband with respect to the subject matter of this Agreement.

**11.2 No Rights or Remedies for Third Parties:** This Agreement is not intended to give and does not give any rights or remedies to any person other than you and Atlantic Broadband.

**11.3 Severability:** If any part of this Agreement shall be determined to be invalid or unenforceable by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

**11.4 Changes to the Agreement:** Atlantic Broadband may change, amend, alter, or modify this Agreement at any time. Atlantic Broadband may notify you of any change either by posting that change on Atlantic Broadband's Website, by sending you an email or by U.S. mail. If you continue to use the Services after notice has been made of a change, you agree to accept those changes.

**11.5 No Assignment:** You may not assign this Agreement nor your rights or obligations under this Agreement without Atlantic Broadband's prior written consent.

**11.6 Waiver:** Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

**11.7 Mandatory and Binding Arbitration:** Any controversy or claim arising out of or related to this agreement (except those listed below) shall be resolved by binding arbitration commenced within one year under the then-current commercial arbitration of the American Arbitration Association (or any consumer rules adopted by the American Arbitration Association to which both parties agree), except that Atlantic Broadband may seek equitable or injunctive relief only in an appropriate court of law or equity. No claim subject to arbitration under this agreement may be combined with a claim subject to resolution before a court of law or equity. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth

in or excluded under this Agreement. Atlantic Broadband may advance the reasonable arbitration filing fees and arbitrator's costs, provided however, that you shall bear your own expenses and the cost of arbitrator(s) shall be shared except its filing and arbitrator(s) fees if Atlantic Broadband is the prevailing party. The parties expressly waive any entitlement to attorney's fees or punitive damages to the fullest extent permitted by law. Consolidated or class action arbitrations shall not be permitted. The arbitrator shall not have the power to order prehearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents at the hearing.

**11.7.1 Exclusion from Arbitration:** The following will not be subject to arbitration: (1) any claim filed by Atlantic Broadband to collect outstanding balances for unpaid service or the theft of any service or equipment; (2) any dispute over validity of either party's intellectual property rights or Atlantic Broadband's licenses to operate its business; and (3) any dispute involving violations of 47 U.S.C. § 551 or 18 U.S.C. §§ 2510-2521.

**11.8 Contact Information:** Atlantic Broadband's contact information is provided on the Website. Please do not mail written correspondence with your invoice statement. Please submit all written correspondence to the Atlantic Broadband address below:

Atlantic Broadband  
2 Batterymarch Park, Suite 205  
Quincy, MA 02169

**11.9 Governing Law and Jurisdiction:** You agree that any dispute with Atlantic Broadband under this Agreement will be governed by the law of the state in which your Services are provided, without regard to any conflicts of law principles. You agree that all for matters other than those addressed in, and subject to, Section 11.7 ("Mandatory Arbitration Provision"), the courts of such state will have exclusive jurisdiction over any legal action not subject to the Mandatory Arbitration Provision, and you hereby subject yourself to the jurisdiction of such courts. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and performance, shall be governed by the internal laws of such state applicable to agreements made and to be performed therein between the entities thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

**11.10 Force Majeure:** You agree that Atlantic Broadband 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, fiber or cable cuts, 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 Services.

## **12. ADDITIONAL PROVISIONS APPLICABLE TO VIDEO SERVICE.**

**12.1 Parental Control:** Parental control features are available for use with the Video Service to block certain video programming channels and/or filter certain Internet content. You will find information in your subscriberguide on how to enable these features.

**12.2 Restrictions:** Subscriber may not order or request pay-per-view (“PPV”), digital music or any other programming for receipt, exhibition or taping in a commercial establishment. Subscriber may not exhibit or assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider. If Subscriber fails to abide by this restriction, Subscriber accepts liability for any and all claims made against Subscriber or Atlantic Broadband on account of any commercial exhibition.

**12.3 Programming:** Subscriber acknowledges and agrees that Atlantic Broadband has the right at any time to preempt specific programs and to determine what substitute programming, if any, shall be made available. Atlantic Broadband may in its discretion make additions, deletions or modifications to its channel line-up without liability to Subscriber.

### **13. ADDITIONAL PROVISIONS APPLICABLE TO INTERNET SERVICE.**

**13.1 Computer Equipment:** To use the Internet Service, you must have a personal computer, a network interface, a modem and software. The personal computer that you use to access the Internet Service must meet minimum configuration standards. Please refer to the Website for the current specifications. Atlantic Broadband does not install, support, maintain, repair or replace third-party hardware, including but not limited to private networks. Any questions concerning third-party hardware should be directed to the manufacturer of that hardware product.

**13.2 Network Interface:** When Atlantic Broadband installs the Internet Service, you will need a network interface card or adapter. If you do not have a network interface, you may purchase one from Atlantic Broadband. This interface will become your property, even if you terminate the Internet Service. Atlantic Broadband will have no obligation to install, support, maintain, repair or replace any network interface, even if Atlantic Broadband provided it. Any questions concerning the network interface card or adapter should be directed to the manufacturer of that hardware product.

**13.3 Cable Modem:** You may provide your own cable modem at your own cost, or you may lease the cable modem from Atlantic Broadband. If you lease the cable modem from Atlantic Broadband, upon termination of the Internet Service for any reason, you must return the cable modem to Atlantic Broadband in substantially the same condition as it was in when Atlantic Broadband originally provided it to you, normal wear and tear excepted. If you choose to provide your own modem, it must be DOCSIS compliant; provided however, that Atlantic Broadband makes no representation about whether or to what extent any Subscriber provided modem will operate with the Internet Service. Atlantic Broadband will have no obligation to

install, support, maintain, repair or replace any cable modem that you provide. Any questions concerning a cable modem that you supply should be directed to the manufacturer of that product.

**13.4 Software:** Atlantic Broadband does not currently provide certain types of third-party software necessary to use the Internet Service, for instance browser, plug-ins, or an email client. You must provide this software at your own cost in order to use the Internet Service. If you have any questions concerning third-party software, you should contact the software manufacturer directly. If Atlantic Broadband does provide such third-party software and/or to the extent Atlantic Broadband licenses any software, including installation tools, such software is provided for the limited purpose of facilitating your use of the Internet 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 Internet Service.

**13.5 Acceptable Use Policy:** You agree not to use the Internet Service for any unlawful purpose and to comply with all policies and terms of Atlantic Broadband's Acceptable Use Policy, as posted on theWebsite. You also agree that Atlantic Broadband may change the Acceptable Use Policy from time to time without notice by posting updated versions on the Website or another website about which you have been notified. The Acceptable Use Policy is incorporated into this Agreement by this reference. If you, and/or any user of your Service, fail to abide by any of the terms of the Acceptable Use Policy, as updated, Atlantic Broadband may terminate this Agreement and the provision of the Internet Service to you. Additionally, Atlantic Broadband reserves the right to charge you for any direct or indirect costs we may incur in connection with your failure to abide by this section or the Acceptable Use Policy. You and other users of the Internet Service should periodically review the Acceptable Use Policy to conform to the most recent version.

**13.6 Multiple Users:** The Internet Service and Atlantic Broadband Equipment shall be used only by you and by occupants of your Premises. You acknowledge that you are executing this Agreement on behalf of all persons/entities who use the Internet Service. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and 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 result of use of the Internet Service and/or the Atlantic Broadband Equipment, by you or by any other user.

**13.7 Monitoring the Services, Security and Privacy:**

**13.7.1 Theft of Service:** You will not connect the Internet Service or the Atlantic Broadband Equipment to more computers outside of your Premises as reflected in your account. You acknowledge that any unauthorized receipt of the Service constitutes theft of 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 commercial advantage or private financial gain, the penalties may be increased.

**13.7.2 Security:** The Internet Service uses resources that are shared with many othersubscribers. Moreover, the Internet 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 and your equipment, software, software configurations, files and data against any risks inherent in the use of this shared resource. Without limiting this responsibility:

**13.7.2.1 Service Setup:** You acknowledge that when using the Internet 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 and operating system or any other equipment you choose to use in connection with the Internet Service, including without limitation any software, files or data stored thereon. Atlantic Broadband 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, operating system, or other equipment of yours or the data, software or files thereon.

**13.7.2.2 File and Print Sharing:** The Internet Service functions in some ways as a Local Area Network (LAN) with each subscriber constituting a node on the network. 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 available 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 Internet 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. Atlantic Broadband 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.

**13.7.2.3 Information Provided To Third Parties:** The Internet 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 Internet Service and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such 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 or Atlantic Broadband's Customer Privacy Notice. 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 Internet Service to you. We make no representations or warranties regarding the viability, integrity or robustness of any encryption used by Atlantic Broadband or its suppliers. Atlantic Broadband 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 Internet Service.

**13.8 Bandwidth Monitoring and Enforcement:** Subscriber acknowledges and agrees that Atlantic Broadband shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of the Internet Service provided hereunder at any time and on an on-going basis. In its sole discretion, Atlantic Broadband may: (i) limit excessive use of bandwidth; (ii) suspend or terminate your account for excessive use of bandwidth; (iii) require you to upgrade your service level and pay additional fees in accordance with Atlantic Broadband's then-current price list; (iv) require the payment of one and a half times the Internet Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees. If Atlantic Broadband determines that Subscriber has failed to comply with Atlantic Broadband's Acceptable Use Policy or limits on bandwidth utilization, Atlantic Broadband may suspend or terminate Subscriber's account immediately without prior notification. Atlantic Broadband may also immediately suspend or terminate Subscriber's account for using the Internet Service to post content to the Internet that violates the Acceptable Use Policy. If Subscriber's account is suspended, Subscriber will not be charged for that period of time. If Subscriber's account is terminated, Subscriber will be refunded any pre-paid fees minus any amount due to Atlantic Broadband for Atlantic Broadband Equipment or other applicable fees and charges.

**13.9 E-Mailbox Deactivation/Ownership of Addresses:** You agree that if you do not access an Atlantic Broadband provided e-mailbox for a period of thirty (30) days, Atlantic Broadband may deactivate the e-mailbox. You understand that Atlantic Broadband may delete the contents of the e-mailbox, if any, at that time. After deactivation, Atlantic Broadband may redistribute the e-mailbox to another subscriber. You acknowledge that use of the Internet Service does not give you any ownership or other rights in any Internet/on-line addresses provided to you by



Atlantic Broadband, including but not limited to Internet Protocol ("IP") addresses, email addresses and web addresses. We may modify or change IP addresses at any time without notice, modify, change or deactivate your email address and web address with notice, and shall in no way be required to compensate you for these changes.

#### **14. ADDITIONAL PROVISIONS APPLICABLE TO VOICE SERVICE.**

**14.1. Voice Service Provided:** The Voice Service provides a voice connection to the public switched telephone system using voice over internet protocol technology, together with various other related features and functionalities. Atlantic Broadband may offer various service options from time to time, which may include flat-rated or metered calling or combinations of flat and metered calling. Atlantic Broadband's most current services are set forth in Atlantic Broadband's product description and which may be updated or changed from time to time. The Voice Service may also include various calling features (for example, Call Waiting, Call Forwarding, Caller ID, etc.), and international calls with per minute metered rates. Subscriber provided equipment, including telephones, fax machines, and/or computer dial up modems access the Voice Service using Atlantic Broadband Equipment. You understand and agree you are prohibited from reselling the Voice Service or the Atlantic Broadband Equipment or using them for dialup Internet service to a long distance number, autodialing, international dial back, continuous or extensive calling forwarding, telemarketing, fax broadcasting, fax blasting, or any use inconsistent with normal call patterns. If Atlantic Broadband determines, in its sole discretion, that your Voice Service or Atlantic Broadband Equipment is being used for any of the aforementioned activities or in the event of an excessive number of calls or minutes of use, Atlantic Broadband reserves the right to terminate your Voice Service immediately and without notice or to assess additional charges for each month in which excessive usage occurred. You understand that Atlantic Broadband will set limits, in its sole discretion, on the amount and length of time voice mail messages may be saved and that neither Atlantic Broadband nor any of its third party providers will be liable for any lost, erased or non-delivered voice mail messages.

**14.2 Unauthorized Use:** You will be liable for all authorized and unauthorized Voice Service use at the Premises. You agree to notify Atlantic Broadband immediately in writing or by calling Atlantic Broadband's customer service line during normal business hours if your Atlantic Broadband Equipment has been stolen or your Voice Service is being stolen or used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the theft of your Atlantic Broadband Equipment or unauthorized use of the Voice Service. If you fail to notify us in a timely manner, your Voice Service may be terminated without notice and you may be responsible for any charges incurred through the unauthorized use of the Voice Service.

**14.3 Relocation:** If you do not provide the correct address when you register for the Voice Services or if you relocate your Atlantic Broadband Equipment to a new address and do not register the new address with Atlantic Broadband, 911/E911

may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. You will not relocate the Atlantic Broadband Equipment associated with the Voice Service. At your request, Atlantic Broadband may relocate the Atlantic Broadband Equipment within your Premises for an additional charge, at a time agreeable to you and to Atlantic Broadband. If you change service location, you must contact Atlantic Broadband for information on whether the Atlantic Broadband Equipment and Voice Services can be transferred to your new location and what the relocation will cost. If you wish to disconnect the Voice Services, you must contact Atlantic Broadband for information on the necessary procedures.

**14.4 Power Source and Battery Back-Up:** The Voice Service does not have its own power source and will not work unless the Atlantic Broadband Equipment is connected to an independent power supply (for example, an active wall socket) provided by the Subscriber. The Atlantic Broadband Equipment does have an installed backup battery to supply power in the event of a power outage at the Subscriber's Premises for a limited period of time not to exceed six (6) hours. If Voice Service is also being used with Internet Service, continued use of the Internet Service during a power outage will decrease the battery backup life. Additionally, any battery included in Atlantic Broadband Equipment may enable backup Voice Service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that the Voice Service will be available in all circumstances. Under certain circumstances, including if the electrical power and/or cable network or facilities of Atlantic Broadband are not operating, the Voice Service, including the ability to access emergency 911, alarm and security services, and medical monitoring services, will not be available. Atlantic Broadband will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service. In the event of a power failure you may be required to reset your Atlantic Broadband Equipment or other equipment prior to utilizing the Voice Service.

**14.5 Subscriber Equipment:** In order to use the Voice Service, you must also provide certain subscriber premise equipment, such as a telephone handset or equivalent, telephone inside wire and outlets, and a powered electrical outlet. Atlantic Broadband does not provide subscriber premise equipment as part of the Voice Service. You represent that you either own the subscriber premise equipment or have the right to use it in connection with the Voice Service. Atlantic Broadband shall have no obligation to provide, maintain, or service the subscriber premise equipment that you provide. Atlantic Broadband makes no representation that any particular type or brand of subscriber premise equipment, such as facsimile, credit card readers, data terminals, alarm or other security systems will operate with the Voice Service or Atlantic Broadband Equipment.

**14.6 Limit of Liability for Directory Assistance, White Pages, Yellow Pages or Other Directory Errors:** Atlantic Broadband's liability arising from errors in or omissions of directory listings as a result of the Atlantic Broadband's negligence,

shall be limited to and satisfied by a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. Atlantic Broadband, in accepting listings as prescribed by Subscriber, will not assume responsibility for the result of the publication of such listings in directories, nor will Atlantic Broadband be a party to controversies arising between Subscriber or others as a result of such publication.

**14.7 Local Number Portability:** In order to transfer, or "port" your existing telephone number to Atlantic Broadband Voice Service, you must authorize Atlantic Broadband as your local, long distance, and international call carrier. Until your number is successfully ported, you should not cancel your telephone service with your current provider or you may lose the ability to port your number. You will be notified by Atlantic Broadband when your number has been successfully ported. You understand that, on the date your telephone number is ported from your existing telephone provider, you will no longer be able to receive telephone service on that line. You must have Atlantic Broadband Equipment and the Voice Service installed as of that date to avoid interruption to your service. Your ported number will be your primary number. Local number portability may not be available in all areas and Atlantic Broadband makes no guaranty or warranty that you will be able to transfer, port, or retain your existing telephone number.

**14.8 Phone Number Assignment:** If you do not port your existing telephone number, a new phone number will be assigned to you based on the location of your Premises. The new phone number assigned will be your primary number. Once the number is assigned to you, you will generally not be able to change numbers except in extraordinary circumstances (for example, harassment, etc.) as determined by Atlantic Broadband in its sole discretion.

**14.9 Third Party, Collect Calls, 900 or 976 Calling:** In most areas, the Voice Service can be used to make or accept collect calls or third party calls. The Voice Service cannot be used to place 900/976 or other pay-per-call services.

**14.10 Alarm and Security Systems and Other Non-Voice Communications Equipment:** By using the Voice Service and thereby agreeing to this Agreement you hereby waive any claim against Atlantic Broadband and Atlantic Broadband's third party providers in connection with your Voice Service and Atlantic Broadband Equipment, for interference with or disruption of such alarm or other security systems and any and all other communications or electronic equipment due to your Voice Service and Atlantic Broadband Equipment. Subscriber acknowledges and agrees that Voice Service may not be compatible with any or all ancillary services and systems, including, but not limited to, alarm and security systems, fire alarm and communication panels, 911/E-911 calling, or other emergency or medical monitoring devices. Additionally, Subscriber's selection to use the Voice Service with certain fire panel alarms or other emergency notification operations may violate or be out of compliance with applicable laws, codes and regulations. Subscriber's attempt to use any such ancillary services and systems in connection with the Voice Service is

solely at its own discretion and risk and Atlantic Broadband shall not be liable for any damages whatsoever for any non-compliance, non-operation or damage to such ancillary services or systems. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NEITHER ATLANTIC BROADBAND NOR ITS AFFILIATES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911/E911, INABILITY TO USE FIRE PANEL ALARMS AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE VOICE SERVICE. SUBSCRIBER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ATLANTIC BROADBAND AND ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS FROM ANY AND ALL ACTIONS, CLAIMS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, LOSSES, OR PENALTIES, AND ANY COSTS OR EXPENSES ASSOCIATED THEREWITH (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT FEES AND COSTS) BY, OR ON BEHALF OF, SUBSCRIBER OR ANY THIRD PARTY OR USER OF THE VOICE SERVICE RELATING TO THE NON-COMPLIANCE, FAILURE OR OUTAGE OF THE VOICE SERVICE, INCLUDING THOSE RELATED TO 911/E911 OR OTHER EMERGENCY NOTIFICATION/RESPONSE SERVICES.

**14.11 Automated Number Identification:** If Subscriber has call forwarding, locate me, do not disturb, or other features programmed and in use at the time Subscriber dials a 911 call, and Subscriber's 911 call is interrupted, the emergency dispatcher may not be able to call Subscriber back at the phone from which Subscriber dialed the call. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify your phone number in order to call you back if your call is not completed, dropped or disconnected, or if you are unable to speak to tell the emergency dispatcher or operator your phone number and/or if the Voice Service is not operational for any reason.

**14.12 Use Of TDD Or TTY Equipment:** The Voice Service and Atlantic Broadband Equipment 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, neither Atlantic Broadband nor Atlantic Broadband's third party providers, hold themselves out as providing or enabling Atlantic Broadband to provide the Voice Service, including emergency 911/E911 services compatible with any TDD/TTY devices.