

ADDITIONAL TERMS AND CONDITIONS FOR HOSTED VOICE SERVICE

The below terms and conditions shall operate to supplement the Commercial Services Agreement (the "Agreement") under which Atlantic Broadband Finance LLC, and its applicable operating subsidiary ("Company") will provide subscribers ("Customer") the Hosted Voice Service (as defined below). Customer accepts these terms and conditions on behalf of itself, its business, including all agents, employees and/or other users who access the Hosted Voice Service provided hereunder. Company reserves the right to change these terms and conditions, in its sole discretion, at any time by posting changes on its website at: www.atlanticbb.com/wfbusinesspolicies.asp. The updated, online version of these terms and conditions shall supersede any prior version, and Customer's continued use of the Hosted Voice Service after changes are posted online constitutes its acceptance of these terms and conditions as modified by the posted changes.

1. Hosted Voice Service. The following additional terms and conditions are applicable to Company's Hosted Voice Service ordered under the Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. The "Hosted Voice Service" is a hosted telephony service provided to Customer by Company over (i) an Internet connection provided by the Company, or (ii) an Internet connection provided by a third-party service provider ("Off-Net Services").

2. Use Policy/Additional Use Restrictions.

a. The Hosted Voice Service is intended for commercial use only. In order to purchase and retain Hosted Voice Service, Customer must have and retain an Internet connection either through Company or through Off-Net Services. Hosted Voice Service will not operate if Customer terminates its Internet connection. Company shall have no liability for any loss or interruption of Hosted Voice Service which results from (i) Customer's termination of its Internet connection or (ii) the unavailability or service interruption of any Off-Net Services used in connection with the Hosted Voice Service.

b. Company shall not be responsible if the Hosted Voice Service or any changes in the equipment provided by Company used in connection with the Hosted Voice Services ("Company Equipment") (i) renders any Customer equipment or other equipment provided by Customer obsolete, and/or (ii) requires modification or alteration of such Customer equipment or Customer's system, and/or (iii) otherwise affects Customer equipment use or performance.

c. Customer acknowledges and agrees that Hosted Voice Service may not be compatible with any or all ancillary services and systems, including, but not limited to, alarm and security systems, medical monitoring devices, fax machines, "dial-up" modems and overhead paging systems. Customer's attempt to use any such ancillary services and systems in connection with the Hosted Voice Service is solely at its own risk and Company shall not be liable for any damages whatsoever for any non-operation or damage to such ancillary services or systems.

d. Hosted Voice Service equipment and hardware may only be used at Customer locations where Hosted Voice Service is installed by Company. Customer understands and acknowledges that if Customer attempts to install or use the Company Equipment or Hosted Voice Service at another location, the Hosted Voice Service, including but not limited to 911/Enhanced 911 ("911/E911"), may fail to function or may function improperly. It will be considered a material violation of the Agreement if Customer moves the Hosted Voice Service to another location without first notifying Company.

e. Company prohibits use of the Hosted Voice Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or blasting for services with unlimited local and long distance calling plans. Company reserves the right to immediately suspend, disconnect or modify Customer's use of the Hosted Voice Service if, in its sole discretion, Company determines or reasonably suspects that Customer or its end users are using the Hosted Voice Service for any of the aforementioned or similar activities.

3. Hosted Voice Service Interruption. Customer acknowledges and understands that the Hosted Voice Service may not be available for use under certain circumstances, including, without limitation, when the Company network, Company Equipment, Customer equipment, and/or Off-Net Services are not operating or if normal electrical power is interrupted. Customer acknowledges and understands that the Hosted Voice Service uses the electrical power in Customer's location address and that Company does not provide a battery backup for any such Hosted Voice Service equipment. Customer is urged to arrange for its own backup power supply and Company shall have no responsibility or liability for loss or interruption of the Hosted Voice Service when normal electrical power is interrupted. If Customer acquires its own backup battery or power supply, Customer also understands and acknowledges that the performance of a battery backup is not guaranteed and that the Hosted Voice Service may not function until normal power is restored. If there is an electrical power outage, 911/E911 calling may be interrupted if the battery backup is not installed, fails, or is exhausted after several hours. Customer also understands that Hosted Voice Service, including certain online features of the Hosted Voice Service, where such features are available, will not be available during an interruption of Customer's Internet connection. Company bears no responsibility and will

incur no liabilities due to any failure or interruption of any Off-Net Services. For avoidance of doubt, an interruption or defect in the Hosted Voice Service is not a breach of the Agreement.

4. Limitations of 911/E911. The Hosted Voice Service includes a 911/E911 function that may differ from the 911/E911 function furnished by other service providers or other voice services. As such, it may have certain limitations. CUSTOMER ACKNOWLEDGES AND ACCEPTS ANY LIMITATIONS OF HOSTED VOICE SERVICE WITH 911/E911. In order for 911/E911 calls to be properly directed to emergency services, Customer must provide Company with the correct Customer location address for each telephone number and extension used by the Customer. If Customer moves the Hosted Voice Service to a different Customer location address or a different location within a Customer location address without providing the correct information to Company, 911/E911 calls (i) may be directed to the wrong emergency authority, (ii) may transmit the wrong Customer location address, and/or (iii) Hosted Voice Service (including 911/E911) may fail altogether. Therefore, Customer must contact Company before moving the Hosted Voice Service to a new Customer location address, or to a new location within a Customer location address. The Hosted Voice Service may operate through a mobile application interface from any location where Customer or Customer's authorized end user is able to access an Internet connection. Customer is advised not to use the Hosted Voice Service for 911/E911 or other emergency calls on a mobile device. If Customer uses the Hosted Voice Service for 911/E911 or other emergency calls over a mobile application on a mobile device, Company will make reasonable attempts to pass the attempted emergency call to the native dialer; however, there is a possibility that the native dialer/operating system of the mobile device will not process the attempt. The operating software used on a mobile device may provide handling designed to redirect emergency calls to the native cellular dialer when possible; however, this functionality is also dependent on the operating system of the mobile device which is outside the control of Company and subject to change at any time. Company shall have no responsibility or liability for use of the Hosted Voice Service to place 911/E911 or other emergency calls on a mobile device.

5. Additional Limitation of Liability and Indemnification. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMPANY NOR ITS AFFILIATES WILL BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911/E911 USING THE HOSTED VOICE SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY 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, CUSTOMER OR ANY THIRD PARTY OR USER OF THE HOSTED VOICE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE HOSTED VOICE SERVICE, INCLUDING THOSE RELATED TO 911/E911.

6. Customer Information. Company reserves the right at any time to delete Customer's voicemail, call detail, data, files, or other information that is stored on Company's or its suppliers' servers or systems, in accordance with storage policies. Customer understands and acknowledges that Company shall have no liability whatsoever as a result of the loss or removal of any such voicemail, call detail, data, files, or other information.

7. Charges. Hosted Voice Service calling plans billed as a flat monthly recurring charge may not include certain call types. These excluded call types will instead be charged on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). Such per-call basis or measured basis charges shall be invoiced to Customer in addition to the monthly recurring charges.

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