

FairPoint Communications Internet Service General Terms and Conditions

August 29, 2006

These Terms and Conditions apply to your local Company's provision of Internet Service to you.

1. Scope of Agreement. Company agrees to provide Customer with Internet service ("Services"). All Services provided shall be subject to these General Terms and Conditions. Use by Customer of any of the Services provided hereunder shall be deemed an assent by Customer to, and by such use Customer shall be bound by, these General Terms and Conditions

2. The Service. Depending on the type of Internet Service Customer chooses, the Service may include Internet access, software, hardware, email, Web space, wireless data, and other features. From time to time Company may impose reasonable rules and regulations regarding the use of the Services.

Internet Service speed can vary depending on location, line quality, inside wiring, Internet traffic, and other factors beyond the control of Company. Services are offered as "best effort," and Company makes no guaranties or warranties to Service performance.

Customer is solely responsible for determining if use of a particular telephone number for Dial-up Internet access will incur long-distance, toll, or any other charges. Company is not responsible for any long-distance, toll, or other charges incurred by Customer.

Email and Web Hosting accounts exceeding allotted space may, depending on the Service and at Company's discretion, be suspended and be transferred to a compressed temporary file or storage or may be deleted.

Customer understands the IP assignments are not guaranteed, and may be modified as required by Company and/or the American Registry for Internet Numbers (ARIN). IP addresses are not portable and are not assigned for independent administration or distribution. Upon IP address reassignment or expiration, cancellation, or termination of Service, Customer shall relinquish any IP addresses or address blocks assigned to Customer by Company.

The installation, use, maintenance, repair and removal of Service may result in Service outages, loss of data or potential damage to Customer's computer. Customer agrees to back-up computer files by copying them to another storage medium on a regular basis and in particular prior to installation, repair or removal of Service. In all cases, Company is not responsible for damage to Customer's computer or loss of data.

3. Rates, Payments and Financial Responsibility. All charges are due and payable on the invoiced due date. Charges not received on or before Customer's next invoiced due date shall be deemed past due. Company may impose interest on any past due amounts at a rate equal to the lesser of (i) one and one half percent (1.5%) per month and (ii) the maximum rate permitted by law. Customer shall be liable for all charges incurred as a result of Customer's use of Services, including unauthorized use or use resulting from theft. If Customer fails to notify Company of any disputed charge within thirty (30) days of Customer's receipt of the invoice on which the charge appears, such charge shall be

FairPoint Communications Internet Service General Terms and Conditions

August 29, 2006

deemed valid. All payments by Customer hereunder shall be made in U.S. Dollars and without any deduction, set-off or counterclaim whatsoever. Company reserves the right to institute new or additional fees, and to change its policies, methods or procedures with respect to pricing and billing at any time.

4. Taxes and Additional Charges. Customer is responsible for all federal, state and local sales, use and excise taxes pertaining to Customer's use of the Services. Regulatory fees may include a fee to recover actual costs associated with universal service charges that are passed through to Company by the underlying provider of the Digital Subscriber Line (DSL) that is incorporated in the Service or a fee to recover universal service charges that are assessed directly on Company by a regulatory agency with regard to the Service offered. If Company provides both the Internet Service and the DSL, and if a contribution to the Federal Universal Service Fund is assessed directly on Company, then Company may recover actual costs associated with universal service charges assessed.

5. Customer Information. Information disclosed to Company by Customer pursuant to any credit application or review of Customer's credit history by Company will be disclosed at the request of a third party only if Company is required to do so by law. Customer Proprietary Network Information ("CPNI") will be safeguarded by Company as required under federal law.

6. Termination by Customer. Customer may terminate Service for any reason within the first 30 days after installation. If Customer elects to terminate Service within the first 30 days, Company will refund, upon written request, any activation, installation, and/or setup fees paid by the Customer.

7. Default. Customer shall be in default of this Agreement in the event: (a) Customer fails to timely pay any undisputed amount due hereunder; (b) Customer fails to timely pay any disputed amount due hereunder, upon resolution of the dispute in Company's favor; (c) Customer becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition of bankruptcy, and such proceeding is not stayed or dismissed within forty-five (45) days; (d) Customer utilizes a Company Service for any unlawful purpose or any purpose other than that for which the Service was intended. In the event of Customer's default, Company may terminate this Agreement or cancel or suspend any Service provided hereunder. Company reserves the right to require a deposit from Customer prior to restoring any cancelled or suspended Service or as a condition prerequisite to continuing any existing Service if Customer is in default. Company may cancel or suspend any Service used in a manner which adversely affects Company's facilities or service to others. Customer shall in any event be liable for all charges accrued for Services rendered as of the date of termination, cancellation or suspension, plus the Early Termination Fee.

8. Limitation of Liability and Indemnification. The parties acknowledge that the limitations set forth in this Section 8 are integral to the amount of fees levied in connection with this Agreement, and that, were Company to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

FairPoint Communications Internet Service General Terms and Conditions

August 29, 2006

Company does not monitor or exercise control over the content of the information transmitted through its facilities. Use of the Services or any information that may be obtained therefrom is at Customer's own risk, and Company shall have no responsibility or liability for the accuracy or quality of information obtained through its Services. COMPANY SHALL NOT BE LIABLE TO CUSTOMER WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF BUSINESS SUFFERED BY CUSTOMER, ITS ASSIGNEE OR OTHER TRANSFEREE (WHETHER IN CONNECTION WITH THE FURNISHING OF SERVICES HEREUNDER; OR FAILURE TO COMPLY WITH A DIRECTION TO INSTALL, RESTORE OR TERMINATE SERVICES HEREUNDER; OR FOR FAILURES, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS OR THE LIKE OCCURRING IN THE COURSE OF FURNISHING ANY SERVICES HEREUNDER OR OTHERWISE). THIS PROVISION APPLIES EVEN IF COMPANY IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL ALSO NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM UPDATES MADE TO THE SYSTEMS, DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS OR FOR ANY DELAY, FAILURE OF PERFORMANCE OR INTERRUPTION OF THE PROVISION OF THE SERVICES TO CUSTOMER. The limitations of liability afforded Company in this Agreement shall apply (i) whether the action in which recovery is sought is based in contract or tort (including, but not limited to, negligence or strict liability), under a statute or rule or otherwise and (ii) notwithstanding that a limited liability party is alleged to be liable jointly with one or more parties or otherwise. Company shall not be liable for any failure of performance of any of its obligations hereunder due to any cause beyond Company's control. Company shall not be liable for any act or omission of any other entity furnishing a portion of any Service offered hereunder. Company's sole and exclusive liability to Customer and Customer's sole and exclusive remedy for any breach of this Agreement by Company or any interruption or failure of service shall be a credit of such charges for Service as would have accrued but for such interruption or failure. Customer shall indemnify and hold Company and its affiliates, and its and their respective officers, directors, employees, shareholders, agents, contractors and subcontractors harmless from and against any and all losses, damages, claims, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from, related to or in connection with this Agreement or Customer's use of the Services, including, without limitation, with respect to any claims for libel, slander, copyright infringement or infringement of any other right in intellectual property, or resulting from any other injury to any person, other entity, or to property arising in consequence of any content, material, information, or data transmitted over Company's facilities, or as the result of the actions or omissions of Customer.

9. Policies. Customer is obligated to comply with Company's Acceptable Use Policy ("AUP"), a copy of which is viewable at www.fairpoint.net and is incorporated herein by this reference. Company reserves the right to change the AUP at any time without prior notice to Customer. Company reserves the right to suspend the Services or terminate this Agreement upon violation of the AUP. The Parties furthermore incorporate herein by reference Company's Internet Domain Name Registration Agreement and Uniform

FairPoint Communications Internet Service General Terms and Conditions

August 29, 2006

Domain Name Dispute Resolution Policy, copies of which are viewable at www.icann.org. Company reserves the right to change the foregoing Agreement and Policy at any time without prior notice to Customer.

10. NO REPRESENTATIONS OR WARRANTIES. COMPANY PROVIDES ALL EQUIPMENT AND SERVICES "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING WITH RESPECT TO THE DESCRIPTION OR COMPLETENESS OF ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER). COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF EQUIPMENT AND SERVICES AND COMPANY SHALL HAVE NO LIABILITY THEREFOR. COMPANY NEITHER REPRESENTS NOR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT EQUIPMENT AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED USE OR ACCESS BY THIRD PARTIES. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION OF SECURITY, AND USE OF ANY CODE, PASSWORD OR OTHER MEANS NECESSARY TO RESTRICT ACCESS TO ITS COMPUTERS, SERVICES OR OTHER EQUIPMENT THROUGH THE SERVICES.

11. Equipment, Setup and maintenance purchase. Unless specifically otherwise stated, Company shall not be responsible for maintenance or setup, other than the initial installation and configuration of equipment purchase from Company.

12. Entire Agreement. The Terms and Conditions contained in this Agreement and other documents or instruments referenced herein which are incorporated into this Agreement constitute the entire agreement between Customer and Company, and supersede any and all prior understandings, proposals and other communications, oral or written, regarding such subject matter.

13. New Rules or Actions. The parties acknowledge that some rights and obligations of Company under this Agreement may be affected by future rules, regulations, guidelines, orders, treaties, or laws promulgated, enacted, or entered into by federal and state legislatures, by federal and state agencies, local or federal governments, and international or other regulatory bodies (together "Rules or Actions"). In the event that any such Rules or Actions adversely revise or modify Company's obligations under this Agreement, Company may, upon written notice to Customer, require this Agreement be renegotiated in good faith to reflect the effect of any such Rules or Actions.

14. Maintenance. Company reserves the right to perform any routine or emergency maintenance work that may limit or suspend the availability in whole or in part of the Services at any time. Company shall provide reasonable prior electronic or other notice of any scheduled routine maintenance activities. The suspension of the availability of

FairPoint Communications Internet Service General Terms and Conditions

August 29, 2006

any of the Services pursuant to this Section 14 shall not be deemed to be a violation by Company of any of its obligations under this Agreement.

15. Compliance with Laws. In the performance of this Agreement, Customer shall fully comply with all applicable federal, state and local and international laws.

16. Force Majeure. Company shall not be liable for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, lightning, fire, earthquake, flood, water the elements, acts of God, third party labor disputes, utility curtailments, cable cuts, failure caused by telecommunications for other Internet provider(s), power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, or changes in law or regulation ("Force Majeure Events"). If a Force Majeure Event causes Company to be unable to provide the Services to Customer, Company will use commercially reasonable efforts to restore the Services.

17. Miscellaneous. Company may freely assign this Agreement without Customer's consent. Any equipment owned and installed by Company on Customer's premises ("CPE") shall remain under Company's sole ownership and must be returned to Company on request. Failure to return the CPE to Company within thirty (30) days of termination of this Agreement for any reason, shall result in Customer being liable to Company for payment of \$800.00 for wireless CPE and \$100.00 for cable and DSL CPE including wireless modems used for home networking (the \$100.00 payment includes \$90.00 for the modem and \$10.00 for the power cord), the stated value of CPE. Customer shall allow Company reasonable access to CPE. The failure of either party to insist upon the strict compliance with any terms or conditions of this Agreement shall not be construed as a waiver of any subsequent breach. No provision of this Agreement which may be unenforceable shall invalidate any other provision herein.