

**ATLANTIC BROADBAND
COMMERCIAL SERVICES TERMS AND CONDITIONS**

Revised July 1, 2020

These Commercial Services Terms and Conditions (the "Terms and Conditions") and the Commercial Services Order Form (the "Order Form") together constitute the "Agreement" which sets forth the 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 customer(s) ("you", "your" or "Customer") with Atlantic Broadband commercial broadcast and cable television and digital music service ("Video Service"), Atlantic Broadband high speed Internet service, including wireless Internet and email services ("Internet Service"), Atlantic Broadband voice over Internet protocol service ("Voice Service"), hosted telephony service, as further defined in Section 18 ("Hosted Voice Service"), FlexTrunk primary rate interface service ("FlexTrunk Service"), and/or 4G/LTE HSD backup service, as further defined in Section 20 ("4G/LTE HSD Backup Service") (each a "Service" and collectively the "Services"), along with the associated facilities, devices, or equipment used in connection with the Services ("Atlantic Broadband Equipment") at Customer's premises where the Services will be installed and used, as indicated on the applicable Order Form ("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 the Agreement and that you agree to be bound by the terms of the Agreement.** If you do not agree to comply with all of the terms of the Agreement, your sole and exclusive remedy is to discontinue your use of the Services.

THESE TERMS AND CONDITIONS CONTAIN: (1) A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT YOU AND ATLANTIC BROADBAND AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION; AND (2) A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS. YOU HAVE THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS.

1. AGREEMENT WITH TERMS AND CONDITIONS. By executing the Order Form or by activating, using or paying for the Service(s), you agree to the terms and conditions set forth in these Terms and Conditions and the prices, charges, terms and conditions which Atlantic Broadband has posted or may in the future post on its website, <http://www.atlanticbb.com> (or any successor URL) (the "Website"), all of which are incorporated herein by reference. The updated, online version of these Terms and Conditions posted on the Website shall supersede any prior version of these Terms and Conditions. You may not modify these Terms and Conditions by making any typed, handwritten, or any other changes to it for any purpose. You warrant that the Customer signatory set forth in the Order Form is at least eighteen (18) years of age, and that the Customer information that you have provided, and will provide, to Atlantic Broadband during the Service Term (defined below), and any extensions thereof, including without limitation, your legal entity name, business address, telephone number(s), and payment data (e.g. credit card numbers and expiration dates and bank account information), if applicable, is accurate, complete, and current. In addition, Customer (i) shall indicate in the applicable Order Form Customer's designated account representative/contact for the Services, and (ii) acknowledges and agrees that Atlantic Broadband may speak with such designated representative regarding the Customer or Customer's Services without further authentication.

2. ORDER FORMS AND USE OF SERVICE.

2.1 Order Forms: As of the Effective Date (as defined on the applicable Order Form) of any Order Form, such Order Form shall be deemed part of, and shall be subject to, these Terms and Conditions. The Customer agrees to the committed term length listed on the Order Form (the "Service Term"). In the event that Customer continues receiving the Services after the expiration of the Service Term, the parties' rights and obligations under the Agreement, including but not limited to Customer's payment obligations, shall continue until either party requests to terminate the Agreement and disconnect the Services by providing the other party with sixty (60) days' written notice, in accordance with the termination provision contained herein.

2.2 Premises: The Premises where Customer's Service(s) shall be installed and provided during the Service Term (and any extension or renewal thereof) is indicated on the applicable Order Form. For multi-tenant buildings, the Premises shall be the Customer's leased and/or owned business space.

2.3 Use of Service: 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 Atlantic Broadband Equipment will only be used by you, or by agents, employees and/or other users who access or use the Services, whether authorized by you or not, only 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 the 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 customers; 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.

2.4 Current Service Providers: Customer is responsible for cancelling all services with any current service providers that are no longer required after moving the services to Atlantic Broadband. Atlantic Broadband has no responsibility for any charges incurred for services from any other provider at any time.

3. CHARGES AND PAYMENT.

3.1 Fees and Charges: Customer will pay all charges and fees for the Services, including, but not limited to, the non-recurring charges ("NRC") and monthly recurring charges ("MRC") listed in the applicable Order Form, installation/service call 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 its 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. Atlantic Broadband may charge additional service-related fees and surcharges, including without limitation, a Local TV Surcharge, a Sports Programming Surcharge and a High-Speed Network Recovery Fee (collectively, "Surcharges"). The "Local TV Surcharge" recovers a portion of the fees that Atlantic Broadband pays to local broadcast stations for the right to carry such stations. The "Sports Programming Surcharge" recovers a portion of the fees that Atlantic Broadband pays to various content providers for access to sports programming. The "High-Speed Network Recovery Fee" recovers a portion of Atlantic Broadband's investment to expand network capacity to deliver faster Internet Service. Such Surcharges may be increased by Atlantic Broadband at any time to reflect increases in Atlantic Broadband's costs, even if you have subscribed to a promotional package for a set rate for a certain period of time. The MRC set forth on the Order Form is exclusive of these Surcharges, taxes and governmental or regulatory fees. Customer acknowledges receipt of the schedule of applicable fees and charges for the Services. Atlantic Broadband may charge additional fees, including fees for returned checks, fees for paying by phone through a live agent, and fees for providing paper bills. A list of applicable fees is available by calling its customer service number listed in Section 14.7. 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, Hosted Voice Service, or FlexTrunk Service) will be billed in arrears. Installation and other charges will be billed according to Atlantic Broadband's then-current invoicing policies.

3.2 Monthly Invoices: Atlantic Broadband will issue a summary invoice statement to you monthly. All charges are due on the date specified on your monthly invoice (the "Due Date"). You will generally be invoiced monthly, in advance, for the MRC, 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 the MRC for the next month and any associated NRC charges. 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. 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 determined by Atlantic Broadband.

3.3 Credit Cards; Direct Debit/Electronic Funds Transfer: Subject to acceptance by Atlantic Broadband, Customer may opt to authorize Atlantic Broadband to charge all amounts payable by Customer to Atlantic Broadband via Customer's credit card, direct debit, or electronic funds transfer. By choosing any of these options, Customer authorizes Atlantic Broadband to continue charging, debiting or transferring amounts due for all monthly fees (including, without limitation, MRC and Atlantic Broadband Equipment charges, as well as applicable Surcharges, taxes and fees), and any other charges incurred by Customer which are payable to Atlantic Broadband pursuant to the Agreement, until you withdraw consent. 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. Use of any credit card to pay for the Services is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer, you agree to pay all amounts due upon demand. If you pay by check, you authorize Atlantic Broadband to collect your check electronically. You agree that you may not amend or modify the Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments

accepted by Atlantic Broadband and any such notations shall have no legal effect.

3.4 Late Payments or Failure to Pay: Customer shall pay each invoice by the Due Date, without setoff or deduction. If payment is not received by the Due Date, 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) and/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.

3.5 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.

3.6 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.

3.7 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.

3.8 Our Right to Make Credit Inquiries: YOU AUTHORIZE ATLANTIC BROADBAND TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT CUSTOMER'S CREDIT HISTORY WITH OTHERS, ENTER THIS INFORMATION IN CUSTOMER'S FILE, AND DISCLOSE THIS INFORMATION TO CREDIT REPORTING AGENCIES AND SIMILAR THIRD PARTIES.

3.9 Voice Service, Hosted Voice Service, and FlexTrunk Service; Minutes of Use Rounded up to the Next Full Minute: Any fractional minute of use of the Voice Service, Hosted Voice Service, and FlexTrunk 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.

3.10 Early Termination Charges: If Customer terminates a Service after the Effective Date in the Order Form, and prior to the end of the Service Term outlined in such applicable Order Form, and the termination is due to any reason other than an uncured breach of these Terms and Conditions by Atlantic Broadband or in accordance with Section 3.11 below, the Customer shall pay an early termination charge equal to the sum of: (i) all unpaid NRCs, installation/construction charges, MRCs and other unpaid amounts for the Service(s) provided through the effective date of termination, and (ii) one hundred percent (100%) of the remaining MRCs, including any monthly equipment charges, multiplied by the number of months remaining in the Service Term (the "Early Termination Charge(s)"). Except as otherwise set forth in an applicable Order Form, the Early Termination Charge(s) herein supersede any other contrary terms or conditions, whether written in these Terms and Conditions or elsewhere online. You agree that the Early Termination Charge(s) are a good faith estimate of Atlantic Broadband's actual damages, and are not a penalty. Any such Early Termination Charge shall be due and payable immediately upon Customer's receipt of an invoice or other request therefore.

3.11 Standard and Non-Standard Installation Charges: Standard installation price will not apply to above-ground installations exceeding 150 feet from nearest activated plant or installations involving underground wiring. Atlantic Broadband will provide Customer with an estimate of any applicable non-standard installation charges, and if such estimated installation charges exceed the installation charges stated in the applicable Order Form, either party may terminate the Agreement, without penalty or obligation, within five (5) business days of Customer's receipt of such estimate.

3.12 Prior Accounts: Customer warrants that no outstanding balances are owed to Atlantic Broadband from previous accounts with Atlantic Broadband. If Atlantic Broadband finds a prior account with Customer that has 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 Customer account.

3.13 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.

4. EQUIPMENT AND PREMISES WIRING.

4.1 Atlantic Broadband Equipment: The set-top box unit, cable modem, routers, gateways, wiring, lines, circuits, ports, switches, cabinets, racks, and/or other Atlantic Broadband Equipment delivered to you and/or installed on your Premises by Atlantic Broadband to receive the Services shall remain the property of Atlantic Broadband. You assume the risk of loss, theft or damage to Atlantic Broadband Equipment at all times prior to the removal of Atlantic Broadband Equipment by Atlantic Broadband or return of Atlantic Broadband Equipment by you. A valid credit card or cash deposit may be required as a condition for the provision of certain equipment. You must use Atlantic Broadband Equipment to access the Services. The monthly rental fee for the Atlantic Broadband Equipment is listed on the applicable Order Form. You agree to return Atlantic Broadband Equipment to Atlantic Broadband within ten (10) days, 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 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 Atlantic Broadband Equipment at the end of your Service. You further agree not to tamper with Atlantic Broadband Equipment or change its identifier or electronic serial number or address. You acknowledge that 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 Atlantic Broadband Equipment for any purpose other than to use the Service in accordance with the Agreement.

4.2 Customer Owned Equipment: Customer agrees that Atlantic Broadband is not responsible for the operation, maintenance, service or repair of Customer's television, computer, media players, speakers, receivers, customer-provided cable modem, wireless router, PBX equipment (as defined in Section 19), handsets, cellphones, tablets, mobile devices, radio or any other consumer electronics, which may, from time to time, be connected to the Services. "Customer Equipment" means software, hardware or services that you elect to use in connection with the Service(s) or other equipment that is not provided or leased by Atlantic Broadband. You agree to allow Atlantic Broadband and its agents the rights to insert CableCARDS and other hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give Atlantic Broadband access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow Atlantic Broadband and its agents to access the Customer Equipment to perform the activities described in this paragraph. Customer Equipment that does not meet Atlantic Broadband's minimum technical or other specifications constitutes "Incompatible Equipment", including, but not limited to, modems or other equipment not currently certified by Atlantic Broadband as compatible with Internet Service, Video Service, 4G/LTE HSD Backup Service, Voice Service, Hosted Voice Service, or FlexTrunk Service. Incompatible Equipment, includes, but is not limited to: certain fax machines, dial-up modems, rotary-dial phone handsets, answering machines, and traditional Caller ID units. Atlantic Broadband reserves the right to deny support for the Service(s) and/or terminate the Service(s) if you use Incompatible Equipment. NEITHER ATLANTIC BROADBAND NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT INCOMPATIBLE EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF INCOMPATIBLE EQUIPMENT COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR ATLANTIC BROADBAND EQUIPMENT. NEITHER ATLANTIC BROADBAND NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

4.3 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.

5. ACCESS. Customer authorizes Atlantic Broadband and its employees, agents, contractors, and representatives to enter your Premises in order to install, activate, deactivate, maintain, inspect, repair and remove 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 Atlantic Broadband and its 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 Atlantic Broadband and its agents to the Premises. 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 THEREON. YOU SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES.

6. CHANGES TO SERVICES. Subject to applicable law, Atlantic Broadband has the right to change its Services, and Atlantic Broadband Equipment at any time with or without notice. Atlantic Broadband also may rearrange, delete, add to, or otherwise change programming, features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. Atlantic Broadband may notify you of any change by any of the following ways, as determined in Atlantic Broadband's discretion: (i) by posting it on the Website; (ii) by sending you an email to the address for your account in Atlantic Broadband's records; (iii) by mail or delivery service to your address of record; or (iv) by including it on or with your invoice for Services. You agree that any one of the foregoing will constitute sufficient and effective notice under these Terms and Conditions. Because Atlantic Broadband may from time to time notify you about important information regarding the Service by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings on the Website.

7. ACKNOWLEDGMENTS AND CONSENTS REGARDING RECORDING OF COMMUNICATIONS, USE OF AUTOMATED DIALING SYSTEMS AND METHOD OF CONTACTING YOU.

7.1 Recording of Communications: You acknowledge and agree that all communications between you and Atlantic Broadband may be recorded or monitored by Atlantic Broadband for quality assurance or other purposes, subject to applicable law.

7.2 Consent to Phone Calls and Texts: You consent to Atlantic Broadband calling or texting you or authorizing others to call or text you on its behalf, including but not limited to, at any number you provide to Atlantic Broadband (or that Atlantic Broadband issues to you) for any purpose, including marketing Atlantic Broadband's services. You acknowledge that being included in any state or federal "do not call" list(s) will not be sufficient to remove you from Atlantic Broadband's phone marketing list. If you ask to have your number placed on Atlantic Broadband's "do not call" list, we will not call you at that number for marketing purposes. You acknowledge that you are responsible for charges for incoming text messages on your wireless phone(s).

7.3 Consent to Contact by Email: You consent to Atlantic Broadband emailing you, at any email address(es), that you provide to Atlantic Broadband (or that Atlantic Broadband issues to you in connection with Internet Service), for any purpose, including the marketing of Atlantic Broadband's current and future services. If your wireless or mobile provider charges you for receipt of such messages, you acknowledge and agree that you are responsible for paying such charges. You may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing Customer Service, as set forth in Section 14.7.

7.4 Consent to Electronic Notice: You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by Atlantic Broadband by such means as Atlantic Broadband shall determine in its discretion. Without limiting the foregoing, you agree that Atlantic Broadband may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to any of the following: (i) these Terms and Conditions; (ii) the Customer Privacy Notice; (iii) the Acceptable Use Policy; or (iv) Atlantic Broadband's fees and services, by electronic means (including email or posting on the Website). An online version of these Terms and Conditions, the Customer Privacy Notice, and the Acceptable Use Policy, each as so changed from time to time, will be accessible on the Website or its successor URL, or can be obtained by calling Customer Service, as set forth in Section 14.7.

7.5 Consent to Use of Automated Dialing System: Atlantic Broadband (or persons acting on Atlantic Broadband's behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if the call goes to voicemail. Atlantic Broadband may use automated dialing systems to call and/or text you regarding service outages impacting your area, confirm service appointments, conduct customer satisfaction surveys or to remind you to pay overdue invoices, as well as other service-related matters.

YOUR RIGHT TO WITHDRAW CONSENT TO USE OF AUTOMATED DIALING SYSTEM. IF YOU DO NOT WISH TO RECEIVE CALLS, MESSAGES OR TEXTS FROM ATLANTIC BROADBAND VIA AUTOMATED DIALING SYSTEMS OR PRE-RECORDED MESSAGES ON YOUR MOBILE PHONE, YOU MAY CONTACT ATLANTIC BROADBAND BY PHONE, MAIL OR THE WEBSITE THROUGH THE CONTACT INFORMATION SET FORTH IN SECTION 14.7 BELOW TO OPT OUT OF SUCH AUTOMATIC CALLS. YOU AGREE TO ALLOW ATLANTIC BROADBAND THIRTY (30) DAYS TO HONOR YOUR REQUEST, AND FURTHER AGREE THAT ATLANTIC BROADBAND WILL NOT BE LIABLE FOR ANY CALLS OR TEXTS TO YOUR MOBILE PHONE IN THE INTERIM.

7.6 Other Consents: Atlantic Broadband may ask you to provide consents or authorizations through electronic means, such as email, the Website or through your equipment (for instance, using your remote control to purchase a video on demand movie, to request information regarding an advertiser's products or to "opt in" to a consumer study, and any consent or authorization Atlantic Broadband receives through electronic means from your Premises shall be deemed to have been authorized by you.

7.7 Email Address for Notice: Upon Atlantic Broadband's request, you will provide Atlantic Broadband with a current email address that you regularly check so that Atlantic Broadband may provide notices and communications to you at that address.

7.8 Survival of Contact Rights: Atlantic Broadband's right to contact you as described in this Section survives the termination of the Agreement.

8. TERMINATION, SUSPENSION, AND TRANSFER OF SERVICE.

8.1 Termination of Service by Customer: Subject to any Early Termination Charge(s) pursuant to Section 3.10 above, Customer may terminate the Agreement for any reason at any time by providing sixty (60) days advance written notice of termination to Atlantic Broadband's notice address(es) listed in the applicable Order Form. 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 and any Early Termination Charges will be posted to Customer's account once invoicing ends. In the event that Atlantic Broadband Equipment is destroyed, damaged, lost or stolen, or not returned to Atlantic Broadband upon termination of Services, Customer shall be liable to Atlantic Broadband for the full replacement cost of any destroyed, damaged, or unreturned Atlantic Broadband Equipment. Customer 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, Customer understands and agrees that Atlantic Broadband may charge Customer's credit card on file at termination of Services in the amount of any outstanding balance and/or for the cost for any destroyed, damaged, or 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.

8.2 Suspension or Termination of Services by Atlantic Broadband: Atlantic Broadband may suspend Services or terminate the Agreement for any reason. If Atlantic Broadband suspends Services or terminates the Agreement because you failed to comply in full with any term of the 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, these Terms and Conditions and applicable law.

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

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

9.1 No Warranty and Service Interruptions: 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. A "SERVICE INTERRUPTION" IS A COMPLETE DISRUPTION OF EITHER A SINGLE SERVICE OR MULTIPLE SERVICES FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE, SUCH THAT CUSTOMER IS UNABLE TO UTILIZE SUCH SERVICE(S) FOR THE INTENDED PURPOSE AS CONTEMPLATED UNDER THE AGREEMENT DURING SUCH TIME. EXCEPT AS PROVIDED BELOW, YOUR SOLE AND EXCLUSIVE REMEDY FOR A SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT OF THE

APPLICABLE MRC(S) FOR THE IMPACTED SERVICE(S). 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 MRCS PAYABLE BY YOU FOR THE SERVICES AND ANY CREDITS PROVIDED BY ATLANTIC BROADBAND ARE AT ITS SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY ATLANTIC BROADBAND. IN NO EVENT SHALL A SERVICE INTERRUPTION BE DEEMED A BREACH OF THE AGREEMENT BY ATLANTIC BROADBAND. A SERVICE INTERRUPTION SHALL NOT QUALIFY FOR A CREDIT IF SUCH SERVICE INTERRUPTION IS RELATED TO, ASSOCIATED WITH, OR CAUSED BY (I) SCHEDULED MAINTENANCE EVENTS, (II) CUSTOMER ACTION OR INACTION, (III) CUSTOMER-PROVIDED POWER OR CUSTOMER EQUIPMENT, (IV) ANY THIRD PARTY NOT CONTRACTED THROUGH ATLANTIC BROADBAND, OR (V) A FORCE MAJEURE EVENT (DEFINED BELOW) (EACH AN "EXCEPTION TO SERVICE INTERRUPTION CREDITS"). ATLANTIC BROADBAND DOES NOT WARRANT THAT THE SERVICES OR 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.

For Connecticut Residents: In the event of an interruption of Video Service of more than twenty four (24) consecutive hours and of which Atlantic Broadband has received actual notice, a credit will be issued to your Video Service MRC for the length of time Video Service was interrupted. Please contact Customer Service (as listed in Section 14.7) to request a credit.

For Maine Residents: In the event Video Service is interrupted for more than six (6) consecutive hours in a thirty (30) day period, you may request a pro-rata credit or refund by calling Atlantic Broadband at the number set forth in Section 14.7.

For New York Residents: In the event Video Service is interrupted for at least four (4) consecutive hours, except where caused by Customer, a credit equal to one day will be issued to your Video Service MRC. Please call Atlantic Broadband at the number set forth in Section 14.7 to request a credit.

9.2 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 CUSTOMER 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 CUSTOMER'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 THE AGREEMENT OR APPLICABLE LAW SHALL BE LIMITED TO CUSTOMER'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 CUSTOMER FOR ANY CLAIM ARISING OUT OF THE AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE AFFECTED SERVICE 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.

9.3 Customer's Sole Remedies: Your sole and exclusive remedies under the Agreement are as expressly set forth in these Terms and Conditions. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, Atlantic Broadband's liability and that of its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

9.4 Survivability: All representations, warranties, indemnifications and limitations of liability contained in these Terms

and Conditions will survive the termination of the 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.

10. INDEMNIFICATION. You agree to indemnify and hold harmless Atlantic Broadband from any claims brought against Atlantic Broadband related to: (i) your (including multiple users) use of the Services or the violation of the Agreement and the policies and postings referenced herein, including, without limitation, the Acceptable Use Policy; (ii) the negligence, willful misconduct, violation of a third party's rights, or failure to comply with applicable law; (iii) libel or slander resulting from any use of the Service; (iv) infringement or misappropriation of any patent, copyrights, trademark, trade name, service mark, trade secret, or other intellectual property rights by you or any other person using the Service through you, including without limitation through combination of the Service with facilities, equipment or services provided or used by you or obtained from third parties; (v) any unauthorized, unlawful or fraudulent use of or access to the Service, except as otherwise provided by applicable law; and (vi) any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition or use of the 911 or E-911 service features and the equipment associated therewith, or by the use of any voice services (including the Voice Service, Hosted Voice Service, and FlexTrunk Service) furnished by Atlantic Broadband in connection with the 911 or E-911 service, including but not limited to, the telephone number, address or name associated with the telephone used by persons accessing 911 or E-911 service thereunder, and/or that which arises out of the negligence or other wrongful act of you or anyone using the Service through you. The foregoing indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of Atlantic Broadband. 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 the Agreement by you or any other user of your Services or Atlantic Broadband Equipment.

11. CUSTOMER 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 Atlantic Broadband's 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 are receiving Atlantic Broadband's Services. You acknowledge that you have received Atlantic Broadband's Customer Privacy Notice and that you expressly consent to the terms of that policy. You can view the most current version of the Customer Privacy Notice on the Website. Atlantic Broadband reserves the right to amend its policies from time to time.

12. THEFT OF SERVICE, LIMITATIONS OF USE, AND INTELLECTUAL PROPERTY RIGHTS.

12.1 Obligation to Report Theft of Services: Customer is liable for all use of, and all charges attributable to the use of, the Services or the Atlantic Broadband Equipment, and for any and all stolen Services or unauthorized or fraudulent use of the Services or Atlantic Broadband Equipment. You agree to notify Atlantic Broadband immediately in writing or by calling Atlantic Broadband's Customer Service line, as listed in Section 14.7, if you become aware at any time that 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.

12.2 Limitations of Use: The Services and Atlantic Broadband Equipment, including any firmware or software embedded in 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 limited, non-sublicensable, non-transferable, revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with the Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in Atlantic Broadband Equipment or used to provide the Services. You expressly agree that you will use Atlantic Broadband Equipment exclusively in connection with the Services. You shall not reverse, compile, disassemble, or reverse engineer 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.

12.3 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 the Agreement shall grant you the right or license to use any of Atlantic Broadband's intellectual properties.

12.4 Additional Terms Applicable to TiVo Products and Services.

12.4.1 TiVo Set-Top Boxes: Certain software is contained in your TiVo set-top box. Other software programs may be delivered to your TiVo set-top box by Atlantic Broadband or its suppliers from time to time, which your TiVo set-top box

will automatically accept. You may use such software solely in executable code form and solely in conjunction with your TiVo set-top box. You must not use any unauthorized software on the TiVo set-top box.

12.4.2 The TiVo Service: In the event you receive Services that Atlantic Broadband is providing in conjunction with TiVo ("TiVo Service"), you may access and use such TiVo Service only with a product that is authorized to receive the TiVo Service.

Atlantic Broadband retains the absolute right to immediately suspend or terminate TiVo Service, and terminate the Agreement, if you breach any provision in the Agreement, if you misuse the TiVo Service, or if you alter your TiVo-enabled software or use the TiVo Service in such a manner as to infringe upon the intellectual property rights of Atlantic Broadband, its suppliers or any third party.

12.4.3 TiVo Web App or other TiVo Soft Client: TiVo applications are provided for Customer's internal, non-public use.

Except to the extent that any such restrictions are prohibited by applicable law, you may not: (i) interfere or attempt to interfere with the proper working of the TiVo application; (ii) attempt to decipher, decompile, reverse engineer, or disassemble any of the software of the TiVo application; (iii) take any steps to defeat any security measures of the TiVo application; or (iv) attempt to copy or download any audio, video, text, or other content from the TiVo application.

12.4.4 General Provisions: You are granted a limited, non-sublicensable, non-transferable revocable license to use the TiVo Products (defined below) strictly in accordance with the Agreement. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the TiVo Service, software, application or set-top box (collectively, "TiVo Products") for other purposes is strictly prohibited (except to the extent that any such restrictions are prohibited by applicable law).

Atlantic Broadband and its suppliers retain title to and ownership of the TiVo Products and certain intellectual property rights, including all copyrights and trademarks, in and to the TiVo Products. Without limiting the foregoing, all TiVo copyrights and trademarks are the exclusive property of TiVo Inc. TiVo Inc. is an intended third-party beneficiary of these terms and conditions.

If you fail to comply with these Terms and Conditions, Atlantic Broadband may terminate this license to use the TiVo Products.

For TiVoToGo™ functionality: Use of the TiVoToGo™ functionality is for your internal and non-public use. Unauthorized transfers or distribution of copyrighted works is a violation of these terms and may be a violation of copyright. There are penalties for copyright infringement if you violate applicable copyright laws.

To the extent required by the license for the open source components ("Open Source Software") of the TiVo Products: (i) the terms of such license will apply to such Open Source Software instead of the terms of the license grant in this Section 12.4; and (ii) any restrictions prohibited by such license that are contained in these Terms and Conditions will not apply to such Open Source Software.

You understand and agree that Atlantic Broadband and Atlantic Broadband's suppliers have no warranty obligations or other liabilities to you. Except for those liabilities that may not be disclaimed under applicable law, Atlantic Broadband disclaims all liability for any liabilities, losses, damages, costs or expenses (whether arising in contract, tort (including negligence) or under any other cause of action) suffered or incurred by any person in connection with the TiVo Products or any act or omission of Atlantic Broadband or any of its personnel in connection with the license agreement set forth in this Section 12.4: (i) on behalf of and for the benefit of Atlantic Broadband's suppliers; and (ii) for itself.

13. BINDING ARBITRATION, WAIVER OF CLASS ACTION AND JURY TRIAL.

13.1 Arbitration: Except as expressly permitted by these Terms and Conditions, any Dispute (as defined below) involving Customer and Atlantic Broadband that cannot be mutually resolved, shall be resolved through individual arbitration rather than through litigation of the Dispute in court. By agreeing to this binding Arbitration Provision (as defined in Section 14.8), Customer may be waiving constitutional or statutory rights. Arbitration means Customer will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may also result in limited discovery. An arbitration award is subject to limited review by a court.

13.2 Dispute: As used herein, the term "Dispute" means any dispute, claim or controversy between Customer and Atlantic Broadband, its affiliates, and/or each of their respective officers, directors, employees and agents regarding any aspect of your relationship with such parties that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this

Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced.

13.3 Right to Opt Out: IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, INCLUDING WITHOUT LIMITATION, THE WAIVER OF YOUR RIGHT TO BRING CLASS ACTION CLAIMS PURSUANT TO SUBSECTION 13.4.2 BELOW, CUSTOMER MUST NOTIFY ATLANTIC BROADBAND IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU EXECUTE YOUR FIRST ORDER FORM BY WRITTEN NOTICE TO THE LEGAL NOTICES ADDRESS IN SECTION 14.7. YOUR WRITTEN NOTIFICATION TO ATLANTIC BROADBAND MUST INCLUDE YOUR NAME, BUSINESS ENTITY NAME ON THE APPLICABLE ORDER FORM(S), ADDRESS(ES) AND ATLANTIC BROADBAND ACCOUNT NUMBER(S), AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ATLANTIC BROADBAND THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH ATLANTIC BROADBAND OR THE DELIVERY OF SERVICES TO YOU BY ATLANTIC BROADBAND. IF YOU HAVE PREVIOUSLY NOTIFIED ATLANTIC BROADBAND OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

13.4 Restrictions:

13.4.1 Waiver of Right to Bring Claims After One Year: TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU MUST CONTACT ATLANTIC BROADBAND WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE. FAILURE TO DO SO WILL RESULT IN YOUR WAIVER OF ALL CLAIMS ARISING FROM THAT DISPUTE.

13.4.2 Waiver of Right to Bring Class Action Claims: ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER CUSTOMERS, OR OTHER PERSONS/BUSINESSES SIMILARLY SITUATED. FURTHER, UNLESS BOTH YOU AND ATLANTIC BROADBAND AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE CUSTOMER'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT.

13.4.3 Waiver of Consequential Damages: ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH ATLANTIC BROADBAND UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

13.4.4 Selection of Arbitrator, and Applicable Rules and Law: The arbitration proceeding shall be administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration is initiated (collectively, "AAA Rules"). The AAA Rules are available at <http://www.adr.org> or by calling 800-778-7879. The Services provided to you by Atlantic Broadband concern interstate commerce, so the Federal Arbitration Act ("FAA"), not any state arbitration law, shall govern the arbitrability of all Disputes and the application and enforceability of this Arbitration Provision. Applicable federal law or the law of the state where you receive the Services from Atlantic Broadband, however, shall apply to and govern the substance of any Disputes. No state arbitration statute shall apply to the arbitration proceeding. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your Dispute with Atlantic Broadband. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of these Terms and Conditions, this Arbitration Provision shall govern.

13.4.5 Arbitration Procedures: The party initiating the arbitration proceeding may open a case with the American Arbitration Association, Case Filing Services, by sending an email to casefiling@adr.org or through the following website: <https://www.adr.org/Support>. An explanation of the procedures for initiating an arbitration proceeding are available at www.adr.org or by calling 877-493-4185. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by applicable law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or required by applicable law. An award granted by

the arbitrator may be enforced in any court with appropriate jurisdiction over the parties. If an award granted by the arbitrator exceeds \$75,000, either party may appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right that exists under the FAA.

13.4.6 Arbitration Hearing and Location: If the Dispute is for \$10,000 or less, you may choose whether to conduct the arbitration solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the Dispute exceeds \$10,000, the AAA Rules will determine the right to a hearing. Any in-person hearing will take place at a location convenient to you in the area where you receive the Services from Atlantic Broadband, unless you and Atlantic Broadband agree or the arbitrator orders otherwise under the AAA Rules.

13.4.7 Payment of Arbitration Fees and Expenses: Payment of all arbitration fees and expenses will be governed by AAA Rules. Atlantic Broadband will promptly reimburse you for payment of your filing fee, and Atlantic Broadband will pay all filing, administration, and arbitrator fees and arbitrator expenses for the Dispute (unless the arbitrator determines that the Dispute is frivolous) if the following three conditions are met: (i) if you provide Atlantic Broadband with 30 days' prior explicit written notice of your intent to seek arbitration, addressed to the Legal Notices address in Section 14.7; (ii) if Atlantic Broadband is unable to resolve the dispute within the thirty-day time period, notwithstanding your good faith cooperation in seeking to resolve the dispute; and (iii) if you thereafter initiate an arbitration proceeding regarding the Dispute described in your prior notice. You are responsible for paying fees and expenses for your attorneys, witnesses, and experts in arbitration, unless applicable law requires otherwise. Atlantic Broadband will not seek attorneys' fees and expenses in arbitration, unless the arbitrator determines the Dispute is frivolous. If the arbitrator determines that the Dispute is frivolous, you agree to reimburse Atlantic Broadband for previous payments it made that are otherwise your obligation to pay under the AAA Rules and applicable law.

13.4.8 Severability: If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action and class arbitration waiver in subsection 13.4.2 of this section is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the Dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found to be excluded from the scope of this Arbitration Provision, YOU AND ATLANTIC BROADBAND EACH HEREBY AGREE TO WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY TRIAL BY JURY.

13.4.9 Survival: This Arbitration Provision will survive the termination of your Services with Atlantic Broadband.

13.4.10 Small Claims Exclusion from Arbitration: YOU AND ATLANTIC BROADBAND AGREE THAT ANY CLAIM FILED BY YOU OR BY ATLANTIC BROADBAND THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER CUSTOMER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT WILL NOT BE SUBJECT TO ARBITRATION.

13.4.11 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; or (2) any dispute over validity of either party's intellectual property rights or Atlantic Broadband's licenses to operate its business.

For Atlantic Broadband customers in New York State: If you experience a problem with your Service, please contact Atlantic Broadband first and give Atlantic Broadband an opportunity to resolve your problem. If your Video Service concerns have not been resolved, contact the New York Public Service Commission at 1-800-342-3377, or write to: Customer Service Representative, New York State Public Service Commission, Office of Customer Services, Three Empire State Plaza, Albany, New York 12223-1350.

For Atlantic Broadband customers in Connecticut: If a Video Service matter is not resolved to your satisfaction, please contact the Public Utilities Regulatory Authority at 1-800-382-4586 (toll free within Connecticut) or 1-860-827-2622 (outside Connecticut) or TDD 1-860-827-2837.

For Atlantic Broadband customers in New Hampshire and Maine: The Office of the Attorney General Consumer Protection and Antitrust Bureau has the authority to enforce consumer protection laws and provide assistance in the mediation of consumer complaints. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of the cable company to:

Maine – Office of the Attorney General, Department of Consumer Fraud and Antitrust, State House Station #6, Augusta, ME 04333

New Hampshire – Office of the Attorney General, Department of Consumer Fraud and Antitrust, 25 Capital Street, Concord, NH 03301

14. MISCELLANEOUS.

14.1 Entire Agreement: The Order Form, these Terms and Conditions and the policies and postings referenced in these Terms and Conditions, including the Customer Privacy Notice and Acceptable Use Policy, constitute the entire Agreement with respect to the Services. The 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 the Agreement.

14.2 No Rights or Remedies for Third Parties: Except as expressly stated herein, the Agreement is not intended to give and does not give any rights or remedies to any person other than you and Atlantic Broadband.

14.3 Severability: The Agreement is subject to all applicable federal, state and local laws and regulations in effect in the relevant jurisdiction(s) in which you receive your Services. If any provision of the Agreement is in conflict with any such law or regulation, or if you are entitled to more favorable rights under any such law or regulation than are set forth in any provision of the Agreement, then the terms of such law or regulation, or the rights to which you are entitled under such law or regulation, shall take priority over the relevant provision of the Agreement. If the relevant law or regulation applies to some but not all of your Services, then such law or regulation will take priority over the relevant provision of the Agreement only for purposes of those Services to which the law or regulation applies. If any part of the 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 the Agreement.

14.4 Changes to the Agreement: Except for the NRC and MRC listed in the applicable Order Form, Atlantic Broadband may change, amend, alter, or modify the rates and/or the terms and conditions in the Agreement at any time. Atlantic Broadband may notify you of any change by any of the following ways, as determined in its sole discretion: (i) by posting it on the Website or its successor URL; (ii) by sending you an email to the address for your account in Atlantic Broadband's records; (iii) by mail or delivery service to your address of record; or (iv) by including it on or with your invoice for Services. You agree that any one of the foregoing will constitute sufficient and effective notice under the Agreement. Because Atlantic Broadband may from time to time notify you about important information regarding the Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings on the Website. Your continued use of the Service(s) after changes are posted on the Website constitutes your acceptance of the Agreement as modified by the posted changes.

14.5 No Assignment: You may not assign the Agreement or your rights or obligations under the Agreement without Atlantic Broadband's prior written consent.

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

14.7 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 Atlantic Broadband address below:

Customer Service: Atlantic Broadband Customer Care

120 Southmont Blvd.

Johnstown, PA 15905

Attention: Vice President of Customer Operations Customer Service Number: 888-536-9600

Email Atlantic Broadband through its Website: <https://atlanticbb.com/business/support/contact-us>

Legal Notices:

Atlantic Broadband

2 Batterymarch Park, Suite 205

Quincy, MA 02169

Attention: Legal Department

14.8 Governing Law and Jurisdiction: You agree that any dispute with Atlantic Broadband under the 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 13 ("Arbitration Provision"), the courts of such state will have exclusive jurisdiction over any legal action not subject to the Arbitration Provision, and you hereby subject yourself to the jurisdiction of such courts. All matters with respect to the 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 residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

14.9 Force Majeure Event: 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, fires, floods, storms, mechanical or power failures, unavailability of rights-of-way or materials; strikes, labor difficulties, or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event").

14.10 Survival of Terms: In addition to the terms that are specifically noted in the Agreement as surviving termination of the Agreement, all representations, warranties, indemnifications, and limitations of liability shall survive the Agreement. Atlantic Broadband's right to contact you shall also survive the Agreement. All other obligations of you and Atlantic Broadband under the Agreement also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

14.11 Capitalized Terms: All capitalized terms used but not defined in these Terms and Conditions shall have the same meanings as defined in the Order Form.

14.12 Customer Information: You represent and warrant that you have provided to Atlantic Broadband information that is accurate, complete and current, including without limitation, your legal entity name, business address, telephone number(s), the number of devices on which or through which the Service is being used, and payment data (including without limitation, information provided when authorizing recurring payments). YOU AGREE TO NOTIFY ATLANTIC BROADBAND IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO ATLANTIC BROADBAND, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THE AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE OR HAVE ANY UNRETURNED ATLANTIC BROADBAND EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL ATLANTIC BROADBAND EQUIPMENT. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD ATLANTIC BROADBAND HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY ATLANTIC BROADBAND OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM ATLANTIC BROADBAND ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

14.13 Confidentiality: Customer shall not disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to Customer relating to Atlantic Broadband or its affiliates which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Proprietary Information"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by Atlantic Broadband and (ii) information that has been previously known by or disclosed to Customer by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with any Order Form is hereby designated as confidential without further obligation on the part of Atlantic Broadband to mark or designate it as such. If Customer is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, Customer shall provide Atlantic Broadband with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, Atlantic Broadband may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive Customer's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

15. ADDITIONAL PROVISIONS APPLICABLE TO VIDEO SERVICE.

In addition to Sections 1 through 14 herein, where applicable, this Section 15 applies to Video Service.

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

15.2 Restrictions: Customer may not order or request pay-per-view ("PPV"), digital music or any other programming for receipt, exhibition or taping in a commercial establishment. Customer 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. Customer shall take all necessary precautions to ensure that the Video Service is received only by authorized

parties at the Premises. Customer shall not and shall not authorize or permit any other person to, and shall take all reasonable measures to prevent (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Video Service (or any part thereof); (ii) transmit the Video Service (or any part thereof) by any television or radio broadcast or by any other means or use outside of the Premises, or (iii) insert any commercial announcement into the Video Service, or interrupt any performance of the Video Service for the making of any commercial announcement, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Customer's Premises so long as no compensation is, directly or indirectly, paid by any person or entity for such announcement. If Customer fails to abide by this restriction, Customer accepts liability for any and all claims made against Customer or Atlantic Broadband on account of any commercial exhibition.

15.3 Additional Licenses: Customer shall not, and shall not permit any other person or entity to: (i) charge a cover charge or other admission fee to the Premise at the time the Video Service is being or is to be performed therein; or (ii) permit dancing, skating or other forms of entertainment, or physical activity in conjunction with the performance of Video Services unless Customer has obtained, at its sole cost and expense, all necessary licenses and authorizations from the applicable copyright owners.

15.4 Indemnification: In addition to the indemnification obligations contained elsewhere in these Terms and Conditions, Customer agree to indemnify and hold harmless Atlantic Broadband from any and all demands, claims, suits, costs of defense, reasonable attorney's fees, witness fees and other expenses from claims relating to or resulting from the unauthorized distribution and/or exhibition of the Video Service, including without limitation, PPV programming.

15.5 Programming: Customer 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 Customer.

16. ADDITIONAL PROVISIONS APPLICABLE TO INTERNET SERVICE.

In addition to Sections 1 through 14 herein, where applicable, this Section 16 applies to Internet Service.

16.1 Customer Equipment: All Customer Equipment, including the personal computer and/or other devices 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.

16.2 Cable Modem: You may provide your own cable modem at your own cost, or you may rent the cable modem from Atlantic Broadband. If you rent 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 Customer 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.

16.3 Software: If Atlantic Broadband provides any 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 and any such licenses will terminate upon the termination of the Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Internet Service. You are solely responsible for ensuring compatibility of the Internet Service with any devices, including without limitation smart home/business devices.

16.4 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 the Website. 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 any successor URL) or another website about which you have been notified. The Acceptable Use Policy is incorporated into the 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 the 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 Atlantic Broadband 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.

16.5 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 entering into the Agreement on behalf of all persons 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 the 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 the Agreement, whether the breach is the result of use of the Internet Service and/or Atlantic Broadband Equipment, by you or by any other user.

16.6 Monitoring the Services, Security and Privacy:

16.6.1 Theft of Service: 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.

16.6.2 Responsibility for Content: You acknowledge that there is some content and material on the Internet or otherwise available through the Internet Service that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. Atlantic Broadband assumes no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER ATLANTIC BROADBAND NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. Atlantic Broadband makes no representation or warranty regarding the effectiveness of such programs.

16.6.3 Eavesdropping: The public Internet is used by numerous persons or entities including, without limitation, other customers subscribing to Atlantic Broadband's Internet Service. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Internet Service. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. NEITHER ATLANTIC BROADBAND NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. Atlantic Broadband makes no representation or warranty regarding the effectiveness of these programs.

16.6.4 Facilities Allocation: Atlantic Broadband reserves the right to determine, in its discretion and on an ongoing basis, the nature and extent of its facilities allocated to support the Internet Service, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with the Internet Service.

16.6.5 Security: 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 the public Internet. Without limiting this responsibility:

16.6.5.1 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.

16.6.5.2 File and Print Sharing: The Internet Service functions in some ways as a Local Area Network (LAN) with each customer 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. Atlantic Broadband recommends 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.

16.6.5.3 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 these Terms and Conditions 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. Atlantic Broadband makes 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.

16.7 Bandwidth Monitoring and Enforcement: Atlantic Broadband has no stated limits on usage at this time, but may implement such usage limits in the future. Any usage of bandwidth that interferes with the efficient operation of Atlantic Broadband's network shall be deemed excessive for purposes of this provision. Customer 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 pricing; (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 Customer has failed to comply with Atlantic Broadband's Acceptable Use Policy or limits on bandwidth utilization, Atlantic Broadband may suspend or terminate Customer's account immediately without prior notification. Atlantic Broadband may also immediately suspend or terminate Customer's account for using the Internet Service to post content to the Internet that violates the Acceptable Use Policy. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is terminated, Customer will be refunded any pre-paid fees minus any amount due to Atlantic Broadband for Atlantic Broadband Equipment or other applicable fees and charges. For more information regarding Atlantic Broadband's network management practices, please see the Network Management Disclosure on the Website.

16.8 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 customer. 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. Atlantic Broadband 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.

16.9 Speeds Not Guaranteed: You agree that actual upload or download speeds that are experienced at any given time will vary based on many factors, including the capabilities of your equipment and equipment you have obtained from us, Internet congestion, the performance of network equipment, the strength of the Wi-Fi signal at your location, whether you have adequately protected your router from unauthorized use, the technical capabilities and demand for the content of the content provider, the distance between you and the content provider, the environmental factors, and any network management tools and techniques employed by Atlantic Broadband. Atlantic Broadband reserves the right to protect the integrity of its network and resources by any means it deems appropriate, including, but not limited to: port blocking, e-mail scanning, and bandwidth and e-mail usage limitations. You agree that your Internet Service is subject to Atlantic Broadband's network management practices as posted on the Website, including any provisions related to bandwidth and data usage and storage.

17. ADDITIONAL PROVISIONS APPLICABLE TO VOICE SERVICE.

In addition to Sections 1 through 14 herein, where applicable, this Section 17 applies to Voice Service.

17.1 Voice Service Provided: The Voice Service provides a voice connection to the public switched telephone network 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, 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. Customer Equipment, including telephones, fax machines, and/or computer dial up modems may access the Voice Service using Atlantic Broadband Equipment. You understand and agree you are prohibited from reselling the Voice Service or 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.

17.2 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, as set forth in Section 14.7, 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 Atlantic Broadband 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.

17.3 Unavailability of Service: You understand and acknowledge that you will not be able to use the Voice Service under certain circumstances, including, but not limited to, the following: (i) if Atlantic Broadband's network or facilities are not operating or (ii) if normal electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning battery backup. You also understand and acknowledge that the performance of a battery backup is not guaranteed. If the battery backup does not provide power, the Voice Service will not function until normal power is restored. Cordless telephones powered by electricity will not function during a power outage, even if the Voice Service is functioning properly. You understand and acknowledge that Atlantic Broadband does not support priority restoration of its Voice Service. You also understand and acknowledge that you will not be able to use online features of the Voice Service (where available), under certain circumstances including, but not limited to, the interruption of your Internet connection.

17.4 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 agree you will not relocate Atlantic Broadband Equipment associated with the Voice Service. At your request, Atlantic Broadband may relocate Atlantic Broadband Equipment within your Premises for an additional charge, at a time agreeable to you and to Atlantic Broadband. In order to change your service location, you must contact Atlantic Broadband for information on whether Atlantic Broadband Equipment and Voice Services can be transferred to your new location and what the relocation will cost. You understand that Atlantic Broadband will need several business days to update service location information, so that 911/E911 calls may be properly directed. If you wish to disconnect the Voice Services, you must contact Atlantic Broadband for information on the necessary procedures.

17.5 Power Source and Battery Back-Up: The Voice Service does not have its own power source and will not work unless Atlantic Broadband Equipment is connected to an independent power supply (for example, an active wall socket) provided by the Customer. Atlantic Broadband has backup batteries available for purchase to supply power for a limited period of time in the event of a power outage at the Subscriber's Premises. 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 backup attached to 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. If the voice-capable modem is equipped with a Customer-provided backup battery, such battery is used to provide service during a power outage to your Premises where power to Atlantic Broadband's network remains available. The length of time that the Voice Service will be available during a power outage will depend on the following: (i) the backup battery remains properly installed in the voice-capable modem; (ii) the condition and age of the backup battery; and (iii) the amount of Voice Service usage when the voice-capable modem is utilizing power from the backup battery. You understand and acknowledge that: (i) the performance of the backup battery is not guaranteed; and (ii) you will not be able to use the Voice Service if electrical power to the voice-capable modem is interrupted and the voice-capable modem does not have a functioning backup battery. A voice-capable modem backup battery does not power cordless phones or other equipment connected to the telephone line that require electricity from your Premises, such as

telecommunications devices used to assist customers with disabilities. UNDER THE FOREGOING 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.

17.6 Customer Equipment: In order to use the Voice Service, you must also provide certain Customer Equipment at the Premises, such as a telephone handset or equivalent, telephone inside wire and outlets, a powered electrical outlet and backup battery. Atlantic Broadband does not provide such Customer Equipment as part of the Voice Service. You represent that you either own the Customer 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 Customer Equipment that you provide. Atlantic Broadband makes no representation that any particular type or brand of Customer Equipment, such as facsimile, credit card readers, data terminals, alarm or other security systems will operate with the Voice Service or Atlantic Broadband Equipment.

17.7 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 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 Customer, 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 Customer and others as a result of such publication.

17.8 Transfer of Phone Number:

17.8.1 Switching to Atlantic Broadband from Another Provider: 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.

17.8.2 Switching from Atlantic Broadband to Another Provider: To transfer your phone number from Atlantic Broadband to another service provider, you must place the order to transfer the Voice Service through your new service provider (and not through Atlantic Broadband). Atlantic Broadband will release your phone number to your new service provider, provided that: (i) your new service provider submits a properly completed transfer request to Atlantic Broadband; (ii) your new service provider will accept transfer of the phone number without delay or charge to Atlantic Broadband; (iii) you have paid all outstanding charges to Atlantic Broadband; and (iv) transfer of your existing phone number to the new service provider would not, in Atlantic Broadband's sole discretion, violate applicable law or Atlantic Broadband's processes and procedures.

17.9 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.

17.10 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.

17.11 Alarm and Security Systems and Other Non-Voice Communications Equipment: By using the Voice Service and thereby agreeing to the 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 or Atlantic Broadband Equipment. Customer 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, Customer's election 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. Customer's attempt to use any such ancillary services and systems in connection with the Voice Service is solely at Customer's 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. CUSTOMER 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. CUSTOMER 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, CUSTOMER 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.

17.12 Automated Number Identification: If Customer has call forwarding, locate me, do not disturb, or other features programmed and in use at the time Customer dials a 911 call, and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer 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.

17.13 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.

17.14 Suspension and Termination by Atlantic Broadband: You understand and acknowledge that all Voice Services, including 911/E911, as well as all online features of the Voice Services, where Atlantic Broadband makes these features available, will be disabled if your account is suspended or terminated.

18. ADDITIONAL PROVISIONS APPLICABLE TO HOSTED VOICE SERVICE.

In addition to Sections 1 through 14 herein, where applicable, this Section 18 applies to Hosted Voice Service.

18.1 Hosted Voice Service: The following additional terms and conditions are applicable to Atlantic Broadband's Hosted Voice Service ordered under the Agreement. The "Hosted Voice Service" is a hosted telephony service provided to Customer by Atlantic Broadband over (i) an Internet connection provided by Atlantic Broadband, or (ii) an Internet connection provided by a third-party service provider ("Off-Net Services").

18.2 Use Policy/Additional Use Restrictions:

18.2.1 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 Atlantic Broadband or through Off-Net Services. Hosted Voice Service will not operate if Customer terminates its Internet connection. Atlantic Broadband 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.

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

18.2.3 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 Atlantic Broadband shall not be liable for any damages whatsoever for any non-operation or damage to such ancillary services or systems.

18.2.4 Hosted Voice Service equipment and hardware may only be used at Customer locations where Hosted Voice Service is installed by Atlantic Broadband. Customer understands and acknowledges that if Customer attempts to install or use the Atlantic Broadband 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 breach of the Agreement if Customer moves the Hosted Voice Service to another location without first notifying Atlantic Broadband.

18.2.5 Atlantic Broadband 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. Atlantic Broadband reserves the right to immediately suspend, disconnect or modify Customer's use of the Hosted Voice Service if, in its sole discretion, Atlantic Broadband determines or reasonably suspects that Customer or its end users are using the Hosted Voice Service for any of the aforementioned or similar activities.

18.3 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 Atlantic Broadband network, Atlantic Broadband 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 at Customer's Premises and that Atlantic Broadband 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 Atlantic Broadband 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. 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. Atlantic Broadband 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.

18.4 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 Atlantic Broadband 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 Atlantic Broadband, 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 Atlantic Broadband 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, Atlantic Broadband 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 Atlantic Broadband and subject to change at any time. Atlantic Broadband 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.

18.5 Additional Limitation of Liability and Indemnification: CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER ATLANTIC BROADBAND 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 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, 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.

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

18.7 Charges: Hosted Voice Service calling plans billed as a flat MRC 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 MRC.

19. ADDITIONAL PROVISIONS APPLICABLE TO FLEXTRUNK SERVICE.

In addition to Sections 1 through 14 herein, where applicable, this Section 19 applies to FlexTrunk Service.

19.1 FlexTrunk Service: The following additional terms and conditions are applicable to Atlantic Broadband's FlexTrunk Services ordered under the Agreement. "FlexTrunk Service" is a digital business service that provides voice over internet protocol based trunk capacity to Customer-provided private branch exchange ("PBX") equipment using Atlantic Broadband's Internet Service.

19.2 Customer Equipment and Services: FlexTrunk Service requires Atlantic Broadband Internet Service at the Premises. Customer is solely responsible for (i) providing and maintaining working Customer Equipment, including the PBX equipment, handsets, and any other voice equipment, and (ii) arranging and paying for the cross-connect (the "Cross-Connect") from the Atlantic Broadband Equipment, located at the Customer Premises, to the Customer's PBX equipment (or other voice equipment). Additionally, Customer is solely responsible for providing appropriate security on the Customer Equipment, including but not limited to establishing appropriate security codes for domestic and international dialing. In order to ensure that Atlantic Broadband bills and accounts for calls appropriately, Atlantic Broadband will configure billing numbers on all FlexTrunk Service accounts. The billing number is assigned at the time the product is installed and configured and is generally a number from a direct inward dial range relating to the FlexTrunk Service. It is the sole responsibility of the Customer to ensure that its Customer Equipment can support sending a billing number along with the originating and terminating automated number identification in order for their services to work correctly.

19.3 Use Restrictions:

19.3.1 The FlexTrunk Service is intended for commercial use only. In order to purchase and retain FlexTrunk Service, Customer must have and retain Internet Service from Atlantic Broadband. FlexTrunk Service will not operate without the required Customer-provided Customer Equipment and Cross-Connect, and will not work if Customer terminates its Internet Service. Atlantic Broadband shall have no liability for any loss of interruption of FlexTrunk Service which results from Customer's failure to obtain or maintain the (i) required Cross-Connect or (ii) Customer Equipment necessary for provision of the FlexTrunk Service.

19.3.2 Atlantic Broadband shall not be responsible if any changes to the Atlantic Broadband Equipment, the Internet Service, or the FlexTrunk Service (i) renders any Customer Equipment obsolete, (ii) requires modification or alteration of any Customer Equipment or Cross-Connect, and/or (iii) otherwise affects the use or performance of the Customer Equipment.

19.4 FlexTrunk Service Interruption: Customer acknowledges and understands that the FlexTrunk Service may not be available for use under certain circumstances, including, without limitation, when the Internet Service, Atlantic Broadband Equipment, Customer Equipment, and/or Cross-Connect are not operating, or if normal electrical power is interrupted. Customer acknowledges that the FlexTrunk Service uses the electrical power at the Customer's Premises and that Atlantic Broadband does not provide any sort of battery backup at the Premises. Customer is urged to arrange for its own backup power supply and Atlantic Broadband shall have no responsibility or liability for loss or interruption of the FlexTrunk 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 FlexTrunk 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. Customer also understands that FlexTrunk Service will not be available during an interruption of Customer's Internet connection. For avoidance of doubt, an interruption or defect in the FlexTrunk Service is not a breach of the Agreement.

19.5 Limitations of 911/E911: Atlantic Broadband will have you sign a 911 acknowledgement form when you execute the applicable Order Form. The FlexTrunk 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 FLEXTRUNK SERVICE WITH 911/E911. In order for 911/E911 calls to be properly directed to emergency services, Customer must provide Atlantic Broadband with the correct Customer location address for each telephone number and extension used by the Customer. If Customer moves the FlexTrunk Service to a different Customer location address or a different location within the Customer location address without providing the correct information to Atlantic Broadband, 911/E911 calls (i) may be directed to the wrong emergency authority, (ii) may transmit the wrong Customer location address, and/or (iii) FlexTrunk Service (including 911/E911) may fail altogether. Therefore, Customer must contact Atlantic Broadband before moving the FlexTrunk Service to a new Customer location address, or to a new location within a Customer location address. THE CUSTOMER LOCATION AND

CALL BACK NUMBER WHICH WILL BE PROVIDED TO LOCAL 911 EMERGENCY SERVICES PERSONNEL WILL BE THE MAIN TELEPHONE NUMBER AND MAIN PHYSICAL LOCATION OF THE FLEXTRUNK SERVICE CONNECTION TO THE CUSTOMER'S PBX. IF CUSTOMER CONNECTS MULTIPLE LOCATIONS TO ITS FLEXTRUNK SERVICE, ONLY THE MAIN NUMBER AND LOCATION WILL BE DELIVERED TO EMERGENCY SERVICES PERSONNEL.

19.6 Additional Limitation of Liability and Indemnification: CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER ATLANTIC BROADBAND NOR ITS AFFILIATES WILL BE LIABLE FOR ANY SERVICE INTERRUPTION, INABILITY TO DIAL 911/E911 USING THE FLEXTRUNK SERVICE, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. CUSTOMER 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, CUSTOMER OR ANY THIRD PARTY OR USER OF THE FLEXTRUNK SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE FLEXTRUNK SERVICE, INCLUDING THOSE RELATED TO 911/E911.

20. ADDITIONAL PROVISIONS APPLICABLE TO 4G/LTE HSD BACKUP SERVICE.

In addition to Sections 1 through 14 and Section 16 herein, where applicable, this Section 20 applies to 4G/LTE HSD Backup Service.

20.1 4G/LTE HSD Backup Service: "4G/LTE HSD Backup Service" delivers an automatic, 4G/LTE-based backup internet connection to Customer's modem in the event of a disruption to Customer's broadband Internet Service connection.

20.2 Availability: 4G/LTE HSD Backup Service may only be used at the Premises for which the Service is ordered, and is only available to Customers using Atlantic Broadband Internet Service at the Premises.

20.3 Usage for Intended Purpose Only: 4G/LTE HSD Backup Service is intended solely for use as an automatic 4G/LTE Internet backup in the event Customer's Internet Service at the Premises is unavailable. Customer acknowledges and agrees that Customer: (i) will use the 4G/LTE Backup Service for its intended purpose only and (ii) will not move, remove, disconnect, transport or use the Atlantic Broadband Equipment provided in connection with the 4G/LTE HSD Backup Service at any location other than the location for which the 4G/LTE HSD Backup Service was ordered.

20.4 Power Source and Backup Battery:

20.4.1 Customer acknowledges and understands that the 4G/LTE HSD Backup Service uses the electrical power at the Customer's Premises, so in the absence of a battery backup it will not function during a power outage. At the time of installation of Customer's 4G/LTE HSD Backup Service, Atlantic Broadband may provide Customer with a backup battery (a "Battery Backup"). Such Battery Backup shall remain Atlantic Broadband Equipment which Atlantic Broadband may remove or modify at any time. Replacement Battery Backups and additional Battery Backups are available for purchase.

20.4.2 In the event of a power outage at Customer's Premises, a Battery Backup will supply power to the 4G/LTE HSD Backup Service router for a limited period of time. Customer acknowledges and understands that (i) any such Battery Backup is meant for use with the 4G/LTE HSD Backup Service router only and (ii) performance of the Battery Backup is not guaranteed.

20.5 Service Interruption and Credits: Notwithstanding anything to the contrary contained in Section 9.1 above, Atlantic Broadband will allow a pro-rata credit against future payments of the MRC (exclusive of NRC, other one-time charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a 4G/LTE HSD Backup Service Interruption (a "4G/LTE HSD Backup Service Credit"). A "4G/LTE HSD Backup Service Interruption" is a complete interruption or disruption of the 4G/LTE HSD Backup Service such that Customer is unable to utilize the Service for its intended purpose. Customer shall only be entitled to a 4G/LTE HSD Backup Service Credit for a 4G/LTE HSD Backup Service Interruption lasting more than forty-three (43) continuous and simultaneous minutes during which the 4G/LTE HSD Backup Service is rendered unavailable, as determined by Atlantic Broadband in its sole discretion. A 4G/LTE HSD Backup Service Interruption shall not qualify for a 4G/LTE HSD Backup Service Credit if any Exception to Service Interruption Credits (as set forth in Section 9.1 above) applies. For purposes of calculating a 4G/LTE HSD Backup Service Credit, the 4G/LTE HSD Backup Service Interruption shall be deemed to have commenced upon notification by Customer to Atlantic Broadband of such 4G/LTE HSD Backup Service Interruption at ASG_ENGAGE_CUSTCARE@atlanticbb.com, and ends when the affected 4G/LTE HSD Backup Service has been repaired. For any 4G/LTE HSD Backup Service Interruption giving rise to a 4G/LTE HSD Backup Service Credit, Atlantic Broadband shall credit to Customer an amount equal to ten percent (10%) of the applicable MRC for such impacted 4G/LTE HSD Backup Service for the month during which the 4G/LTE HSD Backup Service Interruption occurred. The total number of 4G/LTE HSD Backup Service Credit allowances per month shall not exceed the total MRC for the affected

4G/LTE HSD Backup Service. To qualify for a 4G/LTE HSD Backup Service Credit, Customer must request the 4G/LTE HSD Backup Service Credit from Atlantic Broadband within fifteen (15) days of the 4G/LTE HSD Backup Service Interruption by going to <http://atlanticbb.com/sla-request> and submitting a completed SLA Credit Request Form. 4G/LTE HSD Backup Service Credits are Customer's sole and exclusive remedy for any 4G/LTE HSD Backup Service Interruption, or other outage, unavailability, delay, or degradation of the 4G/LTE HSD Backup Service. For avoidance of doubt, a 4G/LTE HSD Backup Service Interruption, or any other type of outage or defect in the 4G/LTE HSD Backup Service is not a breach of the Agreement.