

BROADBAND INTERNET SERVICE TERMS AND CONDITIONS

1.0 Description of Service. XO's Broadband Internet Service ("Broadband Internet" or "Service") provides Internet access to Customer. Broadband Internet is provided entirely by third party providers ("Third Party Provider(s)") and, as such, XO does not provide any warranties or service level guarantees for the Service.

2.0 Required Equipment. Any equipment required to deliver the Service (e.g., modem) will be installed by the Third Party Provider.

3.0 Service Provisioning. XO may cancel a Service Order or terminate the Service at any time without penalty and without any further obligation to Customer in the event a Third Party Provider notifies XO that it is not capable of providing Service at a certain location or the Third Party Provider chooses to discontinue Service at a certain location.

4.0 Termination Charges. If Service is terminated after it has been activated, but prior to the expiration of the Service Term, including discontinuation of Service by XO due to Customer non-payment or other Customer Default, Customer must pay all charges, which Customer agrees is reasonable, associated with the service ordering and installation, as well as the monthly recurring charges for the remaining Service Term of the Service Order. It is agreed that XO's damages in the event of Service termination will be difficult or impossible to ascertain. The provisions set forth above are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5.0 Limitation of Liability. Customer expressly agrees that XO will not be liable for any action XO takes to remove or restrict access to obscene, indecent or offensive content made available by Customer, nor for any action taken to restrict access to material made available in violation of any law, regulation or rights of a third party, including but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy.

6.0 Indemnification. Customer will indemnify, defend and hold XO and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any third party claims, actions, demands, losses, damages and expenses, including attorney's fees, relating to any breach of Customer's obligations, as well as the obligations of its End Users, under this Agreement including, but not limited to, a breach by Customer or its End Users of their obligations with regard to Service, the placement or transmission of any message, information, software or other materials on the Internet by Customer or its End Users, Customer's or End User's violation of the AUP, or Customer's or End User's traffic being processed through the Company's switch, port or node. This indemnification will survive the termination of the Service Term.

7.0 Acceptable Use Policy. Customer acknowledges it has reviewed XO's Acceptable Use Policy ("AUP") located at <http://www.xo.com/legal-and-privacy/acceptable-use/>. Said Policy, which may be amended by XO from time to time, is incorporated by reference herein and binding on Customer.