

DSL RESIDENTIAL SERVICE AGREEMENT

THESE ARE THE TERMS AND CONDITIONS OF YOUR DSL INTERNET ACCESS. PLEASE READ THEM CAREFULLY.

This agreement ("Agreement") governs your relationship with AMERICAN BROADBAND AND TELECOMMUNICATIONS COMPANY ("AB&T") relating to the provision by AB&T to you of DSL service ("DSL Service"). By using the DSL Service or DSL Equipment (defined below), you agree to be bound by this Agreement and to use the DSL Service in compliance with the Acceptable Use Policy (stated below). AB&T may revise this DSL Service Agreement from time to time at its sole discretion and will post the revised Agreement on AB&T's website at <http://www.ambt.net>. It is your responsibility to review the on-line terms and conditions. By continuing to use the DSL Service after the revised Agreement is posted, you agree to accept and abide by it.

TERM

The initial term of your DSL Service begins on your account billing start date (which will appear on your telephone bill) and continues for twelve months ("Term"). Your account billing start date is determined by AB&T and is not dependent on whether or not you have completed installation or used the DSL Service. After the initial term, your DSL Service will be provided on a month-to-month basis.

CHANGE IN AB&T SERVICES PURCHASED BY YOU

Your DSL Service may be part of a bundled product providing you with local calling and domestic long distance calling as well as unlimited DSL use, all for one monthly fee. If you change your long distance provider, AB&T may continue to provide local calling and DSL Service to you, but if it does, you will be charged new and separate rates for local calling and for your DSL Service. If you change your local telephone company, you must cancel your DSL Service. If you do not cancel your DSL Service directly with AB&T, AB&T will bill you at the then current monthly rate for unlimited access to the DSL Service until DSL Service is cancelled by you or by AB&T. Upon cancellation, and you will be assessed an equipment charge of \$150.00. Please see **CANCELLATION** provisions below.

TERMINATION FOR NON-PAYMENT

AB&T may suspend or cancel the DSL Service if charges are not paid. Your local services will not be disconnected for nonpayment of charges. Please see **CANCELLATION** provisions below.

CANCELLATION

When you begin DSL Service, you will be provided with certain equipment required to install your DSL Service ("DSL Equipment") at no cost to you. If your DSL Service is cancelled for any reason during the first year of service, either by you or by AB&T, you will be assessed an equipment charge of \$70 and early termination fee of \$80.00. After the first year of service, if your DSL Service is cancelled for any reason, either by you or by AB&T, you will be assessed an equipment charge of \$70.00. The equipment charge will be credited to your account if you return the DSL Equipment, in good working condition, within 30 days of cancellation. You must pay for shipping. Insurance is recommended. A letter will be sent to you following cancellation with the address for shipment, or you may use the following address: AB&T, c/o DSL Returns, 5703 Main St, Sylvania, OH 43560. **Once you have commenced DSL Service, if you are dissatisfied with the Service in any way, your sole remedy is to cancel your account, and these terms of cancellation will apply. To cancel your account you must call: 1-866-765-AMBT (2628).**

E-MAIL ACCOUNTS

Email accounts exceeding 10MB in size may be inactivated until you reduce the size of the mail being stored.

Cancellation of your DSL Service for any reason, either by you or by AB&T, will result in the cancellation of email service and the deletion of all files stored in or for your account.

ACCEPTABLE USE POLICY

AB&T reserves the right to suspend or terminate the DSL Service to you, or to suspend or terminate any user ID, email address, URL or domain name used by you, in the event it is used in a manner which violates any law, regulation, tariff or any part of this AB&T Acceptable Use Policy or which endangers the AB&T network, the DSL Service or the use and enjoyment of other users. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and may result in suspension or cancellation of the DSL Service. You agree to immediately notify AB&T of any unauthorized use of your account and/or and breach or attempted breach of security of which you are aware. DSL Service is for your home use only. You may not allow others to connect to your DSL Service and you may not resell your DSL Service. Any such actions will result in the immediate cancellation of your account and possible legal action against you.

ACCOUNT, PASSWORD AND SECURITY

You will receive a user name, password and account designation. You are solely responsible for use of your DSL Service. Keep your password confidential. You must notify AB&T immediately upon discovering any unauthorized use of your account. You will be allocated a dynamic IP address. AB&T reserves the right to timeout inactive connections.

DSL SERVICE REQUIREMENTS

Your computer must meet the following minimum requirements:

- 133 MHz (or faster) Pentium-based processor (or equivalent)
- Windows 98 or newer
- 32 MB RAM, 25 MB of available hard disk space, Installed CD-ROM drive
- Installed, functional 10BaseT or better Ethernet interface
- Web browser: Microsoft Internet Explorer 6.0 or higher

Date: _____ 20____

Customer
Signature: _____

DSL EQUIPMENT AND INSTALLATION

You will be provided with certain enabling DSL Equipment. If the DSL Equipment does not work, and DSL Service is otherwise available to you, you must contact AB&T at the following toll free number: 1-866-765-AB&T (2628). New DSL Equipment will be sent to you and a shipping label will be included. If you do not return the damaged DSL Equipment within 30 days of the date on your new DSL Equipment welcome letter, you will be assessed an equipment charge of \$70.00. The installation, use, inspection, maintenance, repair and removal of the DSL Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. You are solely liable for impacts to or loss of any warranty associated with the opening of your computer for installation of the DSL modem. This is a self-installation product. If you are unable to install the DSL Equipment, AB&T will provide installation service at an additional charge.

AB&T DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION OF THE DSL EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE DSL SERVICE, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES OR PERIPHERALS. AB&T SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE OR OPERATE THE DSL EQUIPMENT OR DSL SERVICES BECAUSE OF YOUR INSTALLATION. THIS LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT.

CREDITS

In order to be eligible for DSL Service outage credits, you must report an outage within 30 business days of the incident with a request for credit. For any given month, the maximum credit available to you is an amount equal to the allocated cost for the DSL Service portion of your plan fee.

CONTENT DISCLAIMER

Use of the DSL Service may involve access to the Internet, including information and services provided thereon. AB&T specifically denies any responsibility for the accuracy or quality of data, information, images, audio and video ("Content") obtained on the Internet and or through AB&T network, your equipment, facilities or systems. You assume total risk and responsibility for any and all access to the Internet or use, alteration or transport of any Content or information thereon.

MONITORING

AB&T has no obligation to monitor the DSL Services or your email or web space but may do so and disclose information regarding use of the services for any reason to any party if AB&T, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or governmental or legal requests, operate the service properly, or protect itself and its users. AB&T may immediately remove from its servers any material or information which AB&T, in its sole and absolute discretion, determines to infringe another person's property rights or to violate AB&T's Acceptable Use Policy.

GENERAL PROVISIONS AND LIMITATIONS OF LIABILITY

To receive DSL Service, DSL Service must be available to your location. You must also keep your telephone service active for the DSL Service to work. Your local phone company must be AB&T for you to receive DSL Service. AB&T will use best efforts to provide the DSL Service. DSL Service is not always able to be provided. AB&T shall have no liability for claims arising out of its failure or refusal to complete installation or provisioning of your DSL Service. Your DSL Service is a best efforts service. The actual speed you experience may vary depending on several factors including customer location, destination on the Internet, traffic on the Internet, line quality, and other factors beyond AB&T's control. AB&T may interrupt the DSL Service for scheduled or emergency maintenance or as otherwise set forth in the Agreement. Also, your DSL Service may be interrupted in the normal course of business. AB&T reserves the right to apply commercially reasonable spam, fraud and abuse prevention methods to inbound and outbound e-mail. If you have a home alarm system and DSL installed on the same telephone line, you may experience trouble with your alarm service. AB&T suggests that you test your home alarm system once DSL is installed. You should check with your home alarm company for the test procedure. If your test reveals that your security system is not working, you will need to contact your home alarm company for assistance.

AB&T MAKES NO WARRANTY THAT THE DSL SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE DSL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. AB&T PROVIDES NO GUARANTEE WITH REGARD TO THROUGHPUT SPEEDS WITH THE DSL SERVICE.

AB&T's liability for damages, including but not limited to damages in regards to interruptions of the DSL Service, for mistakes, omissions, delays, errors and defects in the provision of the DSL Service, shall in no event exceed an amount equal to the pro-rata charges to you for the period during which the DSL Service is affected. **AB&T SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INCOME OR COST OF REPLACEMENT SERVICES.**

INDEMNIFICATION

You agree to defend, indemnify and hold harmless AB&T from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from (a) any violation of applicable laws, regulations, tariff or this Agreement by you (or anyone who uses your account, with or without your permission); (b) the use of the DSL Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or anyone who uses your account, with or without your permission); (c) negligent or intentional acts, errors or omissions by you (or anyone who uses your account, with or without your permission); (d) injuries to or death of any person and damages to or loss of any property, which may in any way arise out of or result from your obligations under this Agreement or your use of the DSL Service or the Internet; or (e) claims for infringement of any intellectual property rights arising from your use of the DSL Service or the Internet.

CHOICE OF LAW

This Agreement is governed by and construed under the laws of the State of Ohio and applicable federal law, without regard to choice of law principles.

NO CHANGES

You may not modify or assign this Agreement. AB&T may assign this Agreement in its sole discretion.

SEVERABILITY

If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.