

**XIPLINE™ BROADBAND INTERNET SERVICE
RESIDENTIAL SUBSCRIPTION AND SERVICE AGREEMENT**

By signing below, I agree to the following:

- 1. Subscription and Payment.** I am subscribing to Xipline Broadband Internet Service (Service). I agree to pay the monthly service fees and related charges for the Service.
- 2. Terms and Conditions, Acceptable Use Policy.** I agree to the Residential Terms and Conditions of Service and the Acceptable Use Policy applicable to the Service as posted at <http://www.millingtoncable.com/xipline.htm>. I agree that my use of the Service remains subject to my compliance with the Residential Terms and Conditions of Service and Acceptable Use Policy.
- 3. Payment terms; late payments.** Charges are billed monthly in advance, must be paid in full each month, and are subject to change on reasonable notice. Late payments will be subject to interest and late payment charges. Failure to pay all charges in full when due may result in suspension or termination of service. I agree to pay a reconnection fee for reconnection of service. If I disagree with the amount of any invoice, I must notify Xipline within 45 days of the receipt of the invoice, or I waive any claim related to the invoice.
- 4. Termination of Service.** I may terminate Service at any time by notifying Xipline. Xipline may terminate Service at any time for any reason by providing 30 days advance notice. Xipline may terminate Service immediately for violation of this agreement, the Terms and Conditions of Service, or Acceptable Use Policy. Upon termination of Service, I must (i) return the Xipline cable modem to Xipline within 5 days; or (ii) notify Xipline to pick up the cable modem. If I fail to return the cable modem for any reason (including theft or destruction), I must pay Xipline liquidated damages of \$50.00 for each cable modem not returned. Upon termination of this Service, Xipline is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.
- 5. Customer warranties.** I represent and warrant that I am at least 18 years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize Xipline to enter upon the property where the personal computer is located for the purpose of (a) placing Xipline transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing a cable modem, network interface card, and software in the designated personal computer.
- 6. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** XIPLINE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY XIPLINE, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. NEITHER XIPLINE NOR ITS

AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

7. INDEMNIFICATION OF XIPLINE. YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS XIPLINE AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR XIPLINE EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

8. Acknowledgement. I have read and understand the terms and conditions of this Agreement and agree to be bound by it.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Address: _____

Phone Number: _____

Account Number: _____