

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

By signing below, I, on behalf of [insert company], ("Company") agree to the following:

- 1. Subscription and Payment.** Company is subscribing to Xipline Broadband Internet Service (Service). Company agrees to pay the monthly service fees and related charges for the Service.
- 2. Terms and Conditions, Acceptable Use Policy.** Company agrees to the Commercial Terms and Conditions of Service and the Acceptable Use Policy applicable to the Service as posted at <http://www.millingtoncable.com/xipline.htm>. Company agrees that its use of the Service remains subject to Company's compliance with the Commercial 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. Company agrees to pay a reconnection fee for reconnection of service. If Company disagrees with the amount of any invoice, Company must notify Xipline within 45 days of the receipt of the invoice, or Company waives any claim related to the invoice.
- 4. Termination of Service.** Company 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, Company must: (i) return the Xipline cable modem to Xipline within 5 days; or (ii) notify Xipline to pick up the cable modem. If Company fails to return the cable modem for any reason (including theft or destruction), Company 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.** Company represents and warrants that it has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein. Company warrants that it is legally empowered to authorize Xipline to enter upon the property where the computers are 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. COMPANY AGREES THAT IT 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) COMPANY'S 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 COMPANY'S USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) COMPANY'S BREACH OF ANY PROVISION OF THIS AGREEMENT.

8. Acknowledgement. I, on behalf of Company, 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: _____