

RULES AND REGULATIONS FOR DIAL UP INTERNET AND CABLE MODEM SERVICESService Provided:

CBPU will furnish and install facilities necessary to provide local area network communications and access to the Internet, through its interactive cable system, to a personal computer or network of computers of customer equipped with a broadband network interface device. The CBPU assumes no responsibility for installation or assistance with regard to any software currently owned by customer or purchased by customer after installation. Additionally, service may be temporarily refused, limited, interrupted, or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of CBPU' system. Service and equipment are furnished for use by customer for any lawful purpose.

Installation and Access:

No cable modem provided by the CBPU will be installed without a surge protector (provided by the customer). In the event a CBPU cable modem is damaged by lightning, stray voltage, voltage fluctuations or any other type of electrical defect, the customer will be billed for the repair or replacement of the modem.

The initial routing of the cables on customer's premises necessary for the provision of cable modem service shall be in a location agreed to between the CBPU and customer. Any relocation of the cabling or facilities solely for the convenience or at the request of customer shall be paid for by customer.

The customer agrees to furnish necessary right of way upon its premises for the installation of any facilities that may be required to provide cable modem service to customer and to confer upon the CBPU the right to enter upon the premises, for the purpose of installation, maintenance and repair of said facilities and equipment, and that upon termination of the agreement, to permit CBPU to enter the premises for the purpose of removing any additional facilities or lines that may have been required for the original installation.

Termination:

Services to customer may be discontinued at any time by CBPU upon failure of customer to pay any charges due for these services, or, immediately, whenever, in the sole discretion and determination of CBPU, such discontinuance is in the best interest of other CBPU customers, such as (but not by way of limitation) interference with the system of CBPU caused by the condition or operation of customer's facilities or system.

Upon termination of services hereunder, for whatever reason, and by whomever, customer shall promptly deliver back to CBPU any property leased or rented by it from CBPU.

Revised March 9, 2007

Limitation of CBPU's Liability:

- (e) Customer understands that alternative and competing Internet communications carriers are available to customer; occasional interruption or irregularities in the service may occur; any potential harm from interruptions or irregularities in the service is speculative in nature; CBPU cannot offer the service at rates which reflect its value to each customer; and CBPU assumes no responsibility other than that contained in these rules and regulations. Accordingly, customer agrees that except as limited by law, CBPU's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the service or transmission of service provided by CBPU or any underlying communications carrier, or for losses or damages arising out of the failure of CBPU or any underlying communications carrier to maintain proper standards of maintenance and operations shall be as follows:
- (1) A credit allowance as described in subsection (a) (3) below, will be made at customer's request in the form of a pro-rata adjustment of the fixed monthly charges billed to customer. Fixed monthly charges are the monthly charges for access and optional features per access account ID, all as described in the schedule of rates and charges in effect at the time of interruption.
  - (2) Such credit allowance will be based upon the period of time which such mistakes, omissions, delays, errors or defects in the service or its transmission caused interruptions in the rendering of the service. Any such period of time an interruption occurs will be measured from the time it is reported to CBPU. In the event customer is affected by such interruption for a period of less than 24 hours, no such adjustment shall be made. When an interruption exceeds 24 hours, the length of the interruption will be measured in 24 hour days. A fraction of a day consisting of less than 12 hours will not be credited, but a period of 12 hours or more will be considered an additional day.
  - (3) The credit allowance will be computed by dividing the length of the service interruption by a standard 30 day month and then multiplying the result by CBPU's fixed monthly charges for each interrupted access account ID. In no case will the credit exceed the fixed monthly charges.
  - (4) A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors or defects, or curtailments in the service caused by the negligence or willful act of customers, subscribers, or other parties, or mistakes, omission, interruptions, delays, errors, or defects caused by failure of equipment or service not provided by CBPU.

Limitation of CBPU's Liability - continued

- (5) The service furnished by CBPU, in addition to the limitations set forth preceding, is also subject to the following limitations: The liability of CBPU for loss or damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the service, its transmission or failures or defects in facilities of the underlying communications carrier, occurring in the course of furnishing service and not caused by the negligence of the authorized user, or the underlying communications carrier in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the authorized user for service during the period of time in which such mistakes, omissions, interruptions, delays, errors, or defects in service, its transmission, or failures or defects in facilities furnished by CBPU or the underlying communications carrier occurred.

(b) CBPU shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by Acts of God, fire, war, riots, government authorities, default of supplier, or other causes beyond CBPU's or any underlying communications carrier's control.

© Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. CBPU is not liable to customer for any claims, loss, damages or cost which may result from lack of privacy on the system.

(d) Customer acknowledges that Internet systems may carry material which may be considered abusive, profane or sexually offensive and that CBPU is not liable to customer for any claims, loss, damages or cost which may result from such material.

(e) Customer hereby agrees to indemnify and save CBPU harmless against claims for libel, slander, or infringement or copyright from the material in any form over its facilities by customer or those using customer's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of customer with the facilities of CBPU or any communications carrier; and against all other claims arising out of any act or omission of customer in connection with the facilities or service provided by CBPU.

Disclaimer of Warranties and Limitation of Remedies:

Customer acknowledges and agrees that CBPU is not the manufacturer of equipment and Internet package software, and CBPU hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or service or Internet package software (whether purchased or leased by customer from CBPU or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. CBPU, to the extent permitted by law, assigns to customer any and all manufacturers' warranties relating to equipment or Internet package software purchased by customer, and customer acknowledges receipt of any and all such manufacturers' warranties.

Disclaimer of Warranties and Limitation of Remedies: (continued)

Customer acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the equipment or software, including manufacture or design, shall be against the manufacturer of the equipment or software under the manufacturer's warranties and that CBPU shall have no liability to customer in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or software or service provided hereunder. Without limiting the above, CBPU shall have no liability or obligation to customer, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by customer, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by customer directly or indirectly resulting from or related to any equipment or service or software described hereunder, whether or not caused by company's negligence, to the full extent same may be disclaimed by law. Any references to equipment or software in this paragraph shall be deemed to apply to all equipment or software purchased by customer or leased by customer from CBPU or another Lessor.

Indemnification and Release:

Customer agrees to release, defend, indemnify and hold harmless CBPU, its officers, Board members, and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of these Rules and Regulations, including, without limitation, claims for personal injury or wrongful death to customer or users of the equipment, products or services provided by CBPU or sued in conjunction with such equipment, products or services provided by CBPU and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of CBPU, its Board Members, agents or employees.

Operating Rules:

Customer agrees not to publish on or over the Internet content which violates or infringes upon the rights of any other. If CBPU is challenged by any third party regarding the suitability of customer's content, CBPU may at CBPU's sole discretion delete customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to CBPU's customers or subscribers without CBPU's explicit written permission for each instance of communication.

Fees and Charges:

The customer shall pay CBPU the full monthly service charge applicable to the service rendered, which amount shall be due as shown on the bill from CBPU each month.

Monthly service charges shall be determined as per the schedule of rates applicable to the services for which the customer has applied and received, and is subject to change without formal notice by CBPU to the customer.

Severable Provisions:

If any part of these Rules and Regulations are contrary to or prohibited by or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.

Approval of Equipment:

The CBPU reserves the right to approve or disapprove for use in connection with the municipal utility system, any wiring, equipment, appliances, fixtures, motors or any other devices that are presently in use or that are offered for use in connection therewith. Should any of the same be disapproved, their use shall be disconnected at once, either permanently, or until corrective measures have been taken. Failure to comply with orders to discontinue the use of or to apply corrective measures to disapproved equipment shall be deemed just cause for the discontinuance of all service until compliance is completed.

CABLE MODEM ACCESS RATESResidential - Standard

Installation: No charge with any CBPU cablevision service.  
 \$25.00 minimum<sup>2,3</sup> without CBPU cablevision service.  
 Monthly Rate: \$29.99 with any CBPU cablevision service.  
 \$36.99 without CBPU cablevision service.

Residential - Quick

Installation: No charge with any CBPU cablevision service.  
 \$25.00 minimum<sup>2,3</sup> without CBPU cablevision service.  
 Monthly Rate: \$35.99 with any CBPU cablevision service.  
 \$39.99 without CBPU cablevision service.

Entrepreneurial Business (business with no more than three telephone lines)

Installation: \$100.00<sup>1,2</sup>  
 Monthly Rate: \$35.00<sup>4</sup> bandwidth  
 \$30.00 equipment lease

Small Business (business with no more than five telephone lines)

Installation: \$150.00<sup>1,2</sup>  
 Monthly Rate: \$95.00<sup>4</sup> bandwidth  
 \$30.00 equipment lease

Commercial/Industrial (business with more than five telephone lines)

Installation: \$350.00<sup>1,2</sup>  
 Monthly Rate: \$150.00<sup>4</sup> bandwidth  
 \$35.00 equipment lease

DARK FIBER CHARGE

Monthly Rate: \$1,000.00 per fiber mile

<sup>1</sup> Individual Case Basis; Depends on equipment necessary and bandwidth desired.  
 Hourly rate of \$25.00 per hour.

<sup>2</sup> May also require the purchase of a NIC (network interface card).

<sup>3</sup> Additional computers will be installed and billed at an hourly rate of \$25.00 per hour.

<sup>4</sup> Charge may vary depending on bandwidth desired.

TELECOMMUNICATIONS RATES

	<u>Commercial/ Industrial</u>	<u>Residential/ Small Business</u>
<u>DIAL UP ACCESS</u>		
Installation:	\$0.00	\$0.00
Monthly Rate: (Branch County)	\$14.95	\$14.95
Yearly Rate:	\$179.40	\$179.40
<u>ADDITIONAL E-MAIL ACCOUNTS</u>		
Monthly Rate:	\$ 2.20	\$ 2.20
<u>E-MAIL FORWARDING</u>		
Monthly Rate per E-mail Account:	\$ 2.20	\$ 2.20
<u>ADDITIONAL MAILBOX SIZE</u>		
Monthly Rate per Meg:	\$ 1.10	\$ 1.10
<u>DNS SERVICE</u>		
Installation:	\$100.00	\$100.00
Monthly Rate:	\$16.50	\$16.50
<u>STATIC IP</u>		
Monthly Rate:	\$25.00	\$25.00
<u>NETWORK CONSULTING SERVICES</u>		
\$150.00 per hour.		

WEB HOSTING

Domain  
(Existing)

FEES:

Setup	\$100.00
Monthly Fee	38.50
Annual Fee (Optional)	462.00
Domain Registration	Included

FEATURES:

Web Space	50MB
Bandwidth (Total Monthly)	2500MB
# of POP3/FTP/Alias	10
SSL	N/A
Shopping Cart	N/A
Full Service Web Store	N/A

USER OPTIONS:

Add'l Web Space	N/A
Add'l 5 Email Addresses	\$11.00/Mo
SSL	N/A
Web Store	N/A

Web Hosting Terms and Options

Service Includes:

- 1) Domain Name Services for web site
- 2) Availability of CGI-BIN and FrontPage extensions
- 3) Statistics of web page utilization by graphical and raw log files
- 4) Access to servers by FTP
- 5) Domain e-mail included

Basic Web Hosting: (no frills, website only)

Set up fee:	\$25.00
Monthly Rate:	\$15.00