



GREEN MOUNTAIN ACCESS HIGH-SPEED INTERNET TERMS AND CONDITIONS

**You will have accepted the terms and conditions below
if you use the Service provided by Green Mountain Access,
or otherwise indicate your affirmative acceptance of the Service.**

1. Services. Green Mountain Access will provide, and Customer will purchase, High-Speed Internet access services ("Services") on the terms and conditions set forth in this Agreement. Other than the installation kit referred to in Section 2 below, the Customer will be responsible for obtaining any equipment needed to access, connect to, or use the Services, at its cost and expense, and for ensuring that its equipment is compatible with the Services.

2. Installation Kit. Green Mountain Access will provide an installation kit for High-Speed Internet Services to the Customer; the installation kit will include a modem and certain microfilters. Green Mountain Access does not manufacture the kit. Customer acknowledges that the kit is fit for Customer's purposes and accepts the kit in its current condition.

a. Customer Ownership of Modem If the Customer chooses to purchase the self installation kit/modem, the Customer will own the kit. In that case, the Customer will be responsible for any losses, repairs or damages to such kit following installation, regardless of how they may occur or arise.

If any equipment supplied by Green Mountain Access (GMA) or Waitsfield and Champlain Valley Telecom (WCVT) pursuant to this Service Agreement is found to be defective in material or workmanship within twelve (12) months of the date of order completion, then any such equipment will be repaired or replaced at the option of GMA with a new or functionally equivalent model. Labor and material required to repair or replace such defective equipment will be free of charge for a period of twelve (12) months following the completion of the original installation.

This limited warranty does not apply to; a) theft or loss; b) damage resulting from accidents, acts of God or nature, alteration, misuse, tampering or abuse; c) failure of the customer to properly follow operation instructions provided at the time of installation or at a later date; and d) trouble due to interruption of commercial power or phone service.

A fee (current modem cost, plus labor and material charges, plus applicable taxes) will be charged for equipment replaced beyond the period of twelve (12) months following the completion of the original installation, or as a result of a condition described in the above limited warranty.

The foregoing limited warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of Green Mountain Access (GMA) or any other person is authorized to modify this warranty in any respect. This warranty is non-transferable. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

b. Customer Rental of Modem If Customer selects the Modem Rental option, Green Mountain Access will retain ownership of the kit. The Customer must use reasonable care to avoid damaging it, and agree not to alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with its components. If the kit components, including the modem and microfilters, cease to operate properly due to no fault of the Customer (e.g., the components have not been subject to misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, or modifications), Green Mountain Access will replace the faulty kit components at no charge to the Customer. The replacements may not be the same model as the original components, and may be new, repaired or reconditioned. Customers may opt into the modem rental program at anytime. The kit, including the modem and microfilters, must be returned to Green Mountain Access in good and working condition upon the termination or expiration of this Agreement or the disconnection of the Services. If the kit is not returned to Green Mountain Access in good and working condition within 15 days after the termination or expiration of this Agreement or the disconnection of the Services, Green Mountain Access will have the right to charge the Customer up to \$84.95 for the modem and microfilters. Customer agrees to pay such charge, and authorizes Green Mountain Access to charge such amount to Customer's credit card, as appropriate.

c. Tips for Protecting Your Modem and Computer Equipment Green Mountain Access highly recommends using a quality surge protector rated for broadband with your Internet modem to protect it from any power fluctuations and provide you with the maximum reliability. Uninterruptible Power Supplies (UPS) are another option and provide the safety of a battery backup for your computer equipment. Try to steer clear of the cheaper models of surge protection as many of these units offer little in the way of surge protection. While surge protectors may not stop every single surge, they are well worth the peace of mind. Some manufacturers of surge protection even offer equipment replacement guarantees in the event that the protection fails.

3. Minimum System Requirements and Wiring. Customer acknowledges that its computer must meet minimum system requirements in order to access the Services. Customer also agrees and acknowledges that certain inside wiring and/or equipment (other than the installation kit) may be necessary in order to complete installation for the Services. Any fees for such wiring and/or equipment will be billed to the Customer based on the prevailing hourly rate for Green Mountain Access technicians and the cost of such equipment. Customer acknowledges that Services require a working telephone line.

4. 30-Day Risk-Free Period. If Customer elects a One-Year Promotional Offer, and then is dissatisfied with the Services for any reason whatsoever, Customer may cancel this Agreement on written notice given to the Company within 30 days of the date Green Mountain Access notifies Customer that Customer's line is equipped with high-speed Internet service. In such event, the Customer must return the installation kit, including the modem and microfilters, to Green Mountain Access in good working order, ordinary wear and tear expected; if these items are not returned in acceptable condition, Customer must pay the difference between the applicable installation fee and the regular installation fee (i.e., \$84.95 for a One-Year Promotional Offer). The on-site installation fee (approximately \$50.00 plus wiring), if applicable, is not refundable in any circumstance.

5. Charges; Payment Terms. All invoices for Services are subject to payment in accordance with Green Mountain Access' prevailing schedule of prices, terms and conditions, without deduction or setoff of any kind. The recurring monthly fee is due and payable in advance of each monthly billing period for which the Customer has purchased Services in accordance with the terms of the invoices provided to the Customer. Monthly fees are non-refundable. The initial invoice will include any applicable fees and sales tax for the installation kit, and may include non-recurring installation charges including, but not limited to, charges for equipment and inside wiring. Payments received by Green Mountain Access from Customer will first be applied to any unpaid interest charges and then chronologically applied to the oldest invoice. Any invoice not paid when due shall have added to the unpaid balance thereof, on a monthly basis, interest at one percent per month (1%).

6. Early Termination Fee. If a Customer who elected an initial One-Year Promotional Offer then terminates the Services following the 30-Day Risk-Free Period and prior to the end of such initial one-year term, the Customer will be liable for an early termination fee in the amount of \$175.00 as liquidated and agreed-upon damages. Such early termination fee, together with any other fees and charges due from the Customer upon such termination, shall be due and payable immediately upon presentation of an invoice therefor by Green Mountain Access.

7. Compliance. Customer agrees to adhere to Green Mountain Access' Acceptable Use Policy (see attached), as it may be amended from time to time. Customer also agrees to comply with all applicable federal, state and local laws, rules and regulations in connection with its use of the Services. In particular, Customer agrees to comply with copyright law, including the Digital Millennium Copyright Act (DMCA). If Green Mountain Access becomes aware of alleged, actual or apparent copyright infringement, Green Mountain Access may take action as permitted under copyright law, other applicable laws, and these Terms and Conditions. For example, Green Mountain Access may remove and/or block access to the allegedly infringing material, and especially for repeated infringement, Green Mountain Access may terminate use of the Services. Customer may respond to such actions as permitted by copyright law. Information about the DMCA and other copyright law is available at <http://www.copyright.gov>. The name of Green Mountain Access' Designated Agent for DMCA purposes is available on GMA's website at www.greenmountainaccess.net.

8. Use of Services by Others. Services provided by Green Mountain Access are for the sole use of the Customer and those other persons designated by the Customer (collectively called "users" in the Agreement). The Services may be shared among family members in one household, or among employees at one location for a company. All other sharing and re-offering, and all resale of the Services to other persons or entities for specific applications and on a limited basis, may occur only with the prior written consent of Green Mountain Access, which may be given or withheld in its sole discretion; such consent will be signified by Green Mountain Access and Customer signing a High-Speed Internet Services Agreement that identifies the other users and their relationship to Customer. If Customer wishes to make material changes to the number of permitted users, or to the relationship of the users to the Customer (e.g., a change from one user to all guests at an inn), after an Agreement has been signed and where the use is not one of the specifically permitted uses (e.g., the users are not members of a household or employees at one company location), Customer shall obtain the prior consent of Green Mountain Access by providing the necessary information on a revised High-Speed Internet Services Agreement, and obtaining the signature of Green Mountain Access on the Agreement; the change in permitted users will not alter the dates of the applicable initial term and renewal terms. In cases where the Services are shared among members of one household or employees at one location of a company, changes may be made to the number of users without the prior consent of Green Mountain Access. If the service is provided by the Customer to other persons or entities, then: (a) the identities of those persons or entities must be known to the Customer (e.g., members of a family, employees of a company or guests in a Bed and Breakfast); (b) the use of the Services must be specifically authorized in advance by the Customer; and (c) Customer is responsible for compliance with all applicable federal, state and local laws and regulations. The Customer may not make the Services available to unknown members of the public. For example, if the Customer were to use a wireless network to enable access to the Services, Customer must take steps to ensure that only those persons specifically authorized by the Customer can use the wireless network to access the Services. Wireless networks made available to the public are forbidden, regardless of whether a network is operated for profit. Customer is and shall be responsible for any misuse of Services, even if the inappropriate activity was committed by a friend, family member, guest, employee or any other person who obtained access to Customer's account. Green Mountain Access will not give permission for the Customer to offer access to friends, neighbors, or other tenants in a multi-tenant facility, regardless of whether the endeavor is for profit. Under no circumstance may the customer use, or make available, the high-speed Internet service for the operation of an Internet Service Provider, regardless of whether the enterprise is for profit.

9. Termination; Default. Either party may terminate this Agreement effective on thirty (30) days prior written notice to the other; provided, however, that if the Customer elected a One-Year Promotional Offer and terminates after the 30-Day Risk-Free Period and prior to the end of such term, the early termination fee described in Section 7 will apply. In addition, if: (a) Customer violates or breaches any term or condition contained in this Agreement, the Acceptable Use Policy or any policy adopted by Green Mountain Access relating to the Services as may be in effect from time to time; or (b) Customer's use of the Services is causing damage to or degradation of the Green Mountain Access system; or (c) in the event of the insolvency of Customer, appointment of a receiver or trustee for Customer, execution by Customer of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving Customer as debtor under the Bankruptcy Code, as amended — then Green Mountain Access shall, in addition to exercising any other right it has hereunder or under state law, immediately and automatically accelerate all sums due to Green Mountain Access and/or terminate all Services to Customer and discontinue Green Mountain Access' performance hereunder without liability to Customer.

10. Reconnect Fee. If Customer's Services are terminated due to breach or violation by Customer of any of the terms and conditions contained in this Agreement or any policy adopted by Green Mountain Access relating to the Services, and if Green Mountain Access subsequently agrees to reconnect Services, then the Customer agrees to pay a \$100.00 reconnection fee.

11. Security. Customer is solely responsible for the security of any device Customer chooses to connect to the Services, including any data stored on that device. Green Mountain Access recommends against enabling file or printer sharing of any nature whatsoever. Green Mountain Access recommends that any files or services Customer chooses to make available for remote access be protected with a password or other security device. Green Mountain Access recommends that Customer install a firewall to ensure the privacy of Customer's communications and to protect its data and network. Customer expressly assumes any and all risks relating to the security of its communications, data and network and its potential access by others.

12. Limited Warranty; Disclaimer of Warranties; Limitation on Damages. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT HIGH-SPEED INTERNET SERVICE SPEEDS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY GREEN MOUNTAIN ACCESS' EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. GREEN MOUNTAIN ACCESS MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY GREEN MOUNTAIN ACCESS WILL BE AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT GREEN MOUNTAIN ACCESS IS NOT AND WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF GREEN MOUNTAIN ACCESS OR OTHERWISE.

UNDER NO CIRCUMSTANCES SHALL GREEN MOUNTAIN ACCESS BE LIABLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) THAT RESULT FROM CUSTOMER'S USE OF OR INABILITY TO ACCESS ANY PART OF THE INTERNET, CUSTOMER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICES, ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE CUSTOMER, GREEN MOUNTAIN ACCESS OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF ANY NATURE WHATSOEVER. CUSTOMER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS OUTSIDE OF THE DIRECT CONTROL OF GREEN MOUNTAIN ACCESS. UNDER NO CIRCUMSTANCES SHALL ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS.

13. Indemnification. Customer shall indemnify and hold Green Mountain Access harmless from and against any and all claims, losses, damages, liabilities, fees and expenses incurred by Green Mountain Access (including attorneys' fees and expenses) or Customer resulting from, arising out of, or connected with any breach or violation by Customer of any terms and conditions set forth in this Agreement, the Acceptable Use Policy and Customer's use of Services in any manner whatsoever.

14. Notices; Facsimile Signatures. All notices shall be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested. If addressed to Green Mountain Access, notices shall be addressed to Green Mountain Access, P.O. Box 9, Waitsfield, Vermont 05673-0009. If addressed to Customer, notices shall use the address appearing on records of Green Mountain Access or to such other address as either party may from time to time advise in writing. The delivery by any party to the other of a telecopy or facsimile signature to this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided, however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy or facsimile signature).

15. Binding Effect. These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns of Customer; provided, however, that neither the installation kit nor these Terms and Conditions nor any of the rights, interests or obligations of Customer hereunder or to the installation kit may be transferred, assigned or delegated without the prior written consent of Green Mountain Access.

16. Governing Law and Forum. All rights and obligations of Green Mountain Access and Customer with respect to the provision of Services shall be governed by and construed in accordance with the laws of the State of Vermont. All questions or controversies arising out of or in any way relating to any service contract, invoice, these Terms and Conditions, or any other aspect of the relationship between Green Mountain Access and Customer shall be submitted to the United States District Court for the District of Vermont or, in the event that District Court is without subject matter jurisdiction, to the courts of the State of Vermont having subject matter jurisdiction; and the parties submit themselves to the personal jurisdiction of such District Court or Vermont court, as the case may be; and any service of a summons, process or other paper in connection with such proceedings may be made by giving notice as provided herein. Customer agrees to pay all costs of collection, including attorneys' fees and expenses, incurred by Green Mountain Access for the collection of any amounts due, including costs for court actions at the trial level and any appellate level. The right to such attorneys' fees and expenses shall be deemed to have accrued from the commencement of any such activities and shall be enforceable whether or not such action is filed or prosecuted to judgment. The rights and remedies herein are cumulative and not exclusive of other rights and remedies which may be granted or provided by law; and nothing herein contained shall be construed to preclude or in any way prohibit Green Mountain Access from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it or to enforce any right or remedy arising hereunder or otherwise.

17. Reformation; Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Representation and Warranty of Customer. The Duly Authorized Agent signing the Agreement represents and warrants that he or she is more than 18 years old and can enter into their own contracts or has the authority to enter into contracts on behalf of Customer. If Customer is an entity, Customer represents that it is duly organized and in good standing in the jurisdiction of its organization and in the State of Vermont, and that the execution and delivery by the Customer of this Agreement and the performance by the Customer of its obligations hereunder have been duly authorized by all necessary action, do not require any approval or consent of any person or local, state, federal or other governmental authority, and do not and will not conflict with, result in any violation of, or constitute any default under, any provision of, the articles of organization or by-laws or other organizational documents of the Customer or any contract, agreement, document or instrument to which it is a party or by which it is bound.

19. Entire Agreement. These Terms and Conditions contain the entire agreement and understanding concerning the Services and supersede all prior negotiations and all other agreements, whether electronic, written or oral. These Terms and Conditions and the Acceptable Use Policy may be modified at any time hereafter by Green Mountain Access. Green Mountain Access will notify Customer of any such changes by posting a notice of such changes at www.greenmountainaccess.net or by sending a notice via e-mail or postal mail. Customer's continued use of Services following such notice constitutes acceptance of all of such changes. The printed or electronic version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative hearings based upon or relating to these Terms and Conditions to the same extent, and subject to the same conditions, as other business documents and records originally generated and maintained in printed form.

GREEN MOUNTAIN ACCESS

ACCEPTABLE USE POLICY

Green Mountain Access provides to business and consumer users several information technology related services, including Internet access, various electronic mail (e-mail) packages and services, World Wide Web website hosting arrangements, and other online and Internet-related services (collectively, the "Services"). This Acceptable Use Policy ("AUP") sets forth specific actions that are prohibited by Green Mountain Access ("GMA") and applies to all users of Services, without exception. For purposes of this AUP, the "users" consist of the Customer and any other persons with access to the Customer's account (regardless of whether such access is permitted by GMA and the Customer). Violations of this AUP may result in immediate suspension and/or termination of the Services.

Users will not use the Services:

- To monitor data on any network or system without the explicit authorization of the administrator of that system or network.
- To interfere with the service of any user, host or network, including deliberate attempts to overload a server, network connected device or network component.
- To send unsolicited, mass electronic mail messages to one or more recipients or systems ("Spamming"). Any electronic messages, which are sent in an unsolicited manner to 75 or more recipients, or any series of unsolicited electronic messages to a single user, qualifies as Spamming. Other restrictions may apply.
- For illegal purposes or to further illegal activities, including and without limitation, uploading, downloading, posting, distributing or facilitating the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that users access through the Services that:
 - (a) constitutes an unauthorized reproduction of copyrighted or other protected materials, or otherwise violates copyright law;
 - (b) violates U.S. export control laws;
 - (c) is threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent or invasive of another's privacy; or
 - (d) encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.
- To transmit any material or data in violation of federal, state or local law or regulation, including, but not limited to any copyrighted material or data, or material or data protected by a trade secret.
- To probe hosts or networks without the explicit authorization of the administrator of those systems.
- To breach the security of a host, network component or authentication system without the explicit permission of the administrator of those systems.
- To originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device.
- To forge data with the intent to misrepresent the origination user or source.
- To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user's identity when using the Services ("Spoofing").
- To use another Internet user's electronic mail server to relay electronic mail without the explicit permission from that third party ("E-mail Relay").
- To conceal, forge or otherwise falsify the user's identity in connection with any Services, or present a false identity to GMA when signing up for any Services.
- To cross-post the same or similar messages to two or more USENET newsgroups or to post messages which are off-topic to the particular newsgroup. All postings to USENET newsgroups by Customer must comply with that newsgroup's charter and other policies.

The Customer is responsible for anyone else who uses the Customer's Account, regardless of whether such use is permitted by GMA and the Customer. Violations of this AUP by anyone using Customer's account will be considered a violation by the Customer of the Services. It is therefore the responsibility of every Customer to ensure that other users of the Customer's account understand and adhere to this policy.

A violation of this AUP may result in immediate suspension or termination of the Services, and civil or criminal prosecution. (See High-Speed Internet Services Standard Terms and Conditions.) GMA will assist authorities in the investigation of incidents involving such violations. GMA reserves the right to modify the terms of this AUP at any time and from time to time. The current version of the AUP is posted on GMA's website at www.greenmountainaccess.net.