

Dial-Up Internet Access and Web Site Hosting Services

A. SERVICE OFFERING. XO Communications Services, LLC agrees to provide the Web-Site Hosting, Dial-Up Internet Access and other services ("Services") referenced in this agreement through its applicable subsidiaries and affiliates (herein, "XO"). This Agreement (as defined below) between you ("you" may also be referred to as "Customer") and XO sets forth the legal rights and obligations governing XO provisioning or delivering Services to you and your use of those Services. This Agreement consists of the following terms and conditions, any applicable "Product Ts and Cs" (those terms applicable only to other XO Services ordered or used by you and which are listed at www.terms.xo.com) (collectively, and as applicable, the "Terms and Conditions"), along with any applicable tariffs, which are fully incorporated herein (collectively, the "Agreement. For any Tariffed Services, in the event of a conflict between the Terms and Conditions and a tariff, the tariff shall control unless cancelled, upon which the Terms and Conditions shall control. In the event of any inconsistency between the terms contained herein and other applicable documents, and only to the extent of the inconsistency, the additional terms and/or Product Ts and Cs shall control. For example, to the extent early termination charges for a product are detailed in the other Product Ts and Cs, those terms shall control to the extent inconsistent with the terms contained herein.

B. TERM. This Agreement shall become binding and effective upon the earlier of your acceptance or your first payment for services, and shall continue on a month-to-month basis until such time as terminated in accordance with the terms hereof. Either party may terminate the agreement and your subscription at any time for any reason or no reason upon 10 days notice. XO may immediately restrict, suspend or terminate without notice, your access to and use of the XO Service upon any breach of this agreement. In the event of any termination for breach of this agreement, you may not establish a new subscription with XO for one year from the date of termination. Upon and after termination or suspension, XO will not be obligated to provide you with access to any stored e-mail or content related to your account. Your only right with respect to any dissatisfaction with any terms, rules, policies, guidelines, or practices of XO in operating the XO Service, any change in the content of the XO Service, or any change in the amount or type of fees charged in connection with the XO Service, is to terminate this agreement by delivering notice to XO, effective the day XO receives notification of termination.

C. RATES AND PAYMENT. You agree to pay XO the then-current monthly charges for the XO Service, along with any connect time charges, surcharges, applicable taxes and other charges incurred by you or other users of your account via valid credit or other agreed upon method of payment. You may find information regarding current rates for using: (i) the Web-Site Hosting Service by calling 1.888.575.6398, or by viewing <http://admin.cnchost.com/>; (ii) the Dial-Up Internet Access Service by calling 1.866.495.9696 or by viewing <http://admin.concentric.com/>; or (iii) by viewing <http://www.xo.com> under the section designating any other Service(s) you have chosen. Customer agrees that XO may pre-charge Customer's monthly service fee to the credit card supplied by customer during registration. If XO does not receive the full amount of Customer's XO Service account balance within 30 days of the invoice date or billing date, the lesser of an additional 1.5%, or the highest percentage allowed by law, of the outstanding balance may be added to your bill as a late charge each month and will be due and payable immediately.

The specific service you have chosen may offer you the choice of additional payment terms, including without limitation pre-payment terms. XO reserves the right to increase fees, surcharges, monthly subscription fees or to institute new fees at any time upon 30 days prior notice. XO may reduce any fees at any time without notice. In the event that your account is terminated or canceled, on-line time credited to your account is not convertible to cash or other form of credit. You are responsible for obtaining, providing and paying for all means of access (for example, telephone, dial-up or ADSL or ISDN charges) associated with connecting to the XO Service (XO encourages you to contact your local telephone company to determine whether your means of access is a toll-charge or not). You are responsible for all activities and charges resulting from use of your principal account on the XO Service. Charges for Dial-Up Internet Access Services do not include costs associated with connecting through an available access number. To avoid unwanted toll or long-distance charges, please check with your local phone company to determine if the selected number is a non-toll/local call. In some cases, 800 number access may be subject to connect-time surcharges.

D. ACCEPTABLE USE POLICY. Your use of the Services is subject to, and you agree to be bound by, the XO Acceptable Use Policy ("AUP") found at <http://www.xo.com/legal/>, and which is incorporated by reference herein. You acknowledge that you have read the AUP and agree to be bound by the current version of the AUP, which may be updated from time to time, and to comply with its terms, all laws, regulations and other legal requirements that apply to these terms and conditions, your use of the Service and your presence on the Internet.

E. RIGHT TO MAKE SERVICE CHANGES. XO retains the right to change, increase or decrease from time to time, in its discretion and without liability to Customer, the methods, processes and/or the suppliers by which XO provides Services to Customer, as well as to change, add to or delete Service offerings with appropriate notice to Customer.

F. SOFTWARE AND INFORMATION PRODUCTS AND SERVICES. You acknowledge that except for software, information products or services ("Software/IT Product") clearly identified as being owned and licensed by XO under separate terms, Software/IT Products are owned and licensed by suppliers, licensors, or affiliates of XO. Any Software/IT Product accessible through the XO Service, and all merchandise, information and services offered or made available or accessible through the XO Service, are provided "AS IS." NOTHING IN THIS AGREEMENT OR YOUR USE OF THE SERVICES CONSTITUTES A TRANSFER OF ANY OWNERSHIP RIGHTS IN ANY SOFTWARE/IT PRODUCT. YOU ACKNOWLEDGE THAT USE OF THE XO SERVICE IS AT YOUR SOLE RISK AND YOU AGREE THAT ANY SOFTWARE/IT PRODUCT ACCESSIBLE THROUGH THE SERVICE (i) MAY BE SUBJECT TO US AND INTERNATIONAL COPYRIGHT, PATENT AND TRADEMARK PROTECTION, AS WELL AS U.S. EXPORT CONTROLS AND RESTRICTIONS AND OTHER CONDITIONS IMPOSED BY LICENSOR(S); (ii) ARE TO BE USED SOLELY IN CONNECTION WITH THE SERVICES; AND (iii) ARE PROVIDED WITHOUT WARRANTIES FROM XO AS FURTHER DESCRIBED BELOW. YOU MAY NOT MAKE COPIES OF ANY SOFTWARE/IT PRODUCT, EXCEPT FOR BACKUP PURPOSES IF NECESSARY TO EFFECTUATE YOUR USE OF THE SERVICES, NOR MODIFY, REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE ANY SOFTWARE/IT PRODUCT. YOU MAY NOT, DIRECTLY OR INDIRECTLY, RENT, RESELL OR TRANSFER ANY SOFTWARE/IT PRODUCTS OR USE THEREOF TO ANYONE NOT AUTHORIZED UNDER THIS AGREEMENT. YOU UNDERSTAND THAT SOFTWARE/IT PRODUCTS MAY NOT BE FAULT TOLERANT AND ARE NOT INTENDED FOR USE WHERE ANY FAILURE THEREOF COULD LEAD TO INJURY, DEATH OR DAMAGE. The Uniform Computer Information Transaction Act is specifically excluded from application to this Agreement. The terms of this Section will survive any termination of this Agreement.

G. WEB COMMERCE. You acknowledge and accept that your use of the Services, and all associated communications and transactions conducted on-line, may not be absolutely secure, and that the Service is not guaranteed to be error free. By engaging in on-line activity, you accept the responsibilities and risks associated with the use of the Internet generally. You understand that information available to you through the Internet may include materials that are unedited, explicit or offensive to you, and that your access to such materials is at your own discretion and risk. Further, you acknowledge that all transactions relating to merchandise or services offered by you through the XO service, including but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms for such transactions are agreed to solely between you and third party purchasers. You also agree that your collection, storage, security, access, use and disclosure of your own customer's personal data will comply with all applicable federal, state and local laws, rules and regulations as they may be amended from time to time (the "Privacy Laws"). XO and its affiliates make no warranties or representations whatsoever with respect to your goods and services, data handling and security practices, nor with respect to the qualifications of any third party purchaser, and shall not be liable in any way to any such third party user of or purchaser from your site.

H. SERVICE AND SERVICE USE.

1. Dial-up Access/Time Limitations. You hereby acknowledge that XO may terminate any dial-up connection following 30 minutes of inactivity as determined by XO. XO reserves the right to limit, restrict or prioritize access to system resources, including CPU time, memory and disk space, including CPU time, memory and disk space.

2. IP Addresses. If XO assigns you an Internet Protocol ("IP") address for your use of the XO Service, the right to use that IP address will belong only to XO, and you will have no right to use that Internet Protocol address except as allowed by XO in its sole discretion in connection with the plan you have selected, during the term of this agreement.

3. Electronic Mail and USENET/Newsgroup Postings. XO may, but is not obligated to, block any incoming or outgoing e-mail message that XO determines, in its sole discretion, is unsolicited or otherwise violates these terms. XO shall not be responsible for lost, misdirected, undeliverable or blocked e-mail, whether in transmission or receipt. You may not use any Service, related equipment or any e-mail address provided or used through the Services, in connection with the transmission of the same or substantially similar unsolicited message to fifty (50) or more recipients or fifteen (15) or more USENETs or newsgroups in a single day. For each day upon which your e-mail use is in excess of the limitations in this provision, you

must pay XO additional service fees for such excess use. You must pay XO \$10 per day if you unintentionally exceed the limitation of this provision. In the case of an accidental transmission, XO may waive all or part of the applicable charge. If you intentionally exceed the limitations of this provision, you must pay XO \$1000 per day. XO, in its sole discretion, shall determine whether a transmission is intentional. Payment under this provision will not prevent XO from seeking legal remedies against you for any damages incurred as a result of such use, including damages or an injunction. All e-mail messages sent through XO Services are transmitted through XO Services in California and other jurisdictions.

4. Storage Capacity. Your storage space and bandwidth utilization on the XO Service must remain within the Storage Space and Bandwidth Allocations associated with the access plan you have selected. For personal dial-up accounts, XO will provide electronic mail storage per your rate plan as specified at <http://admin.cnchost.com> or for Dial-Up Internet Access Service at <http://admin.concentric.com>. You are responsible for ensuring that stored electronic mail will not exceed this limit. For XO Web Site Hosting and similar accounts, these allocations are set forth in the account plan selected during registration. Additional storage space and bandwidth may be available at an additional charge. Please contact XO if you are interested.

XO reserves the right to delete all email messages from the server for any mailbox in your account that has not been accessed for at least 90 calendar days.

5. Traffic and Hits. If you publish any Web page or site using the XO Service, the usage of that Web page or site should be consistent with the access plan you have chosen. For dial-up accounts, XO may suspend or terminate access to your Web page or site if it is determined that that Web page or site has, on any single day, received download traffic of fifty megabytes (50,000K) or more.

6. Accounts and Passwords. Users are responsible for the security of all user id and password information. This agreement applies to all accounts, sub-accounts, alternative account names and passwords associated with your principal account. By enrolling for and using the Services, you accept sole responsibility for the security and confidentiality of all passwords. Accidental or unauthorized disclosure or use may have serious consequences and XO shall have no liability for your failure to maintain this information securely. Additionally, you are responsible for the use of each of your accounts, whether used under any name or by any person, and for ensuring full compliance with this agreement by all users of that account. In the event of a breach of security through your account, you should immediately contact XO customer service at 1.888.575.6398.

I. PERSONAL INFORMATION. You hereby certify to XO that you are not a minor. (A minor's parent or legal guardian may authorize a minor to use his/her account(s) under supervision by the parent or guardian). For purposes of identification, billing and marketing, you must provide XO with accurate, complete, and updated information required by the registration to the XO Service ("Member Registration Data"), including your legal name, address, telephone number(s), and applicable payment data (for example, a credit card number and expiration date). You must notify XO within thirty (30) days of any changes in your Member Registration Data. XO may require a copy of a state issued form of identification before making changes to the billing information or registration data on a Customer's account. By enrolling for the Services, you authorize XO and its affiliates to use billing and usage information related to your account for additional marketing purposes.

J. DISCLAIMER OF WARRANTIES. XO MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES; ANY SOFTWARE/IT PRODUCTS, INCLUDING THIRD PARTY SOFTWARE/IT PRODUCTS; AND ANY XO SYSTEM OR XO PROVIDED EQUIPMENT USED BY THE CUSTOMER OR TITLE THERETO (EXCEPT TO THE EXTENT SET FORTH IN A SEPARATE SALE TRANSFER OR LICENSE DOCUMENT). THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS OF THE SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT OF OR NON-INTERFERENCE WITH ANY THIRD PARTY RIGHTS.

K. LIMITATION OF LIABILITY. 1. WITH RESPECT TO CLAIMS OR SUITS BY CUSTOMER, OR ANY OTHERS, FOR DAMAGES RELATING TO OR ARISING OUT OF ACTS OR OMISSIONS UNDER THIS AGREEMENT AND/OR SERVICES PROVIDED HEREUNDER, XO LIABILITY FOR SERVICE INTERRUPTIONS OR PROBLEMS, IF ANY, SHALL BE LIMITED TO CREDIT ALLOWANCES AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, IN ANY PRODUCT TERMS AND CONDITIONS, OR IN ANY APPLICABLE TARIFFS. 2. XO SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM: (A) THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION,

USE OR MISUSE OF AN ACCOUNT, EQUIPMENT, OR SERVICE; (B) ANY ACT OR OMISSION OF CUSTOMER, OR ITS END-USERS OR AGENTS, OR ANY OTHER ENTITY FURNISHING EQUIPMENT, PRODUCTS OR SERVICES TO CUSTOMER; (C) ANY PERSONAL OR PROPERTY DAMAGES DUE TO THE LOSS OF STORED, TRANSMITTED OR RECORDED DATA RESULTING FROM THE SERVICE OR THE EQUIPMENT, EVEN IF XO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (D) ANY FAILURE TO PERFORM UNDER THIS AGREEMENT CAUSED BY ANY UNFORESEEN CONTINGENCY BEYOND THE REASONABLE CONTROL OF XO INCLUDING WITHOUT LIMITATION INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, WAR OR ACT OF GOD, OR OTHER SIMILAR EVENTS. THE ONLY EXCEPTION SHALL BE TO THE EXTENT PROPERTY DAMAGE TO CUSTOMER'S PREMISES IS CAUSED DUE TO XO'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED, HOWEVER, IN NO EVENT SHALL XO 'S LIABILITY FOR DIRECT DAMAGES BE GREATER THAN THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO XO DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED, BUT IN NO EVENT TO EXCEED \$10,000. 3. IN NO EVENT SHALL XO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF DATA, GOODWILL OR PROFITS, SAVINGS OR REVENUE, OR HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER.

L. INDEMNIFICATION. You agree to indemnify, defend and hold XO and its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands, losses and damages, including attorney's fees, relating to any violation of state or federal law or regulation, this Agreement, the XO AUP, breach or violation of any applicable Privacy Laws by you, or related acts or omissions by Customer, its end users, or other users of its account, or the placement or transmission of any message, information, software or other materials on the Internet by Customer or end users of Customer's account. This indemnification shall survive the termination of the Agreement.

M. COMPLETE AGREEMENT/ADDITIONAL TERMS. This Agreement represents the complete agreement and understanding of the parties with respect to the Services and any related matters, and supersedes all other agreements whether written or oral, including but not limited to, any advertising, brochures, proposals, representations or understandings regarding the subject matter hereof. This Agreement may be modified only by written agreement, changes to the URL sites referenced herein, changes to the applicable tariffs or as otherwise specifically provided herein. Customer may not sell, transfer, or assign this Agreement, without the prior written consent of XO; any impermissible assignment shall be null and void. This Agreement shall be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws, and Customer consents to the nonexclusive jurisdiction of the federal and state courts of the Commonwealth of Virginia.

THESE TERMS AND CONDITIONS, ALONG WITH ANY SOFTWARE/IT PRODUCT TS AND CS MAY BE MODIFIED FROM TIME TO TIME AT XO'S DISCRETION OR AS REQUIRED BY APPLICABLE LAW. YOU AGREE TO REVIEW SUCH CHANGED ITEMS FROM TIME TO TIME AND BE BOUND BY SUCH CHANGES, AS THEY PERTAIN TO THE PARTICULAR SERVICES YOU CHOOSE NOW OR MAY CHOOSE IN THE FUTURE. IF XO DETERMINES CHANGES TO THE ADDITIONAL TERMS AND/OR PRODUCT TS AND CS WILL MATERIALLY AND DETRIMENTALLY AFFECT YOUR SERVICE OR RIGHTS THERETO, XO WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE NOTICE OF SUCH CHANGES AND AN OPPORTUNITY TO OBJECT IN WRITING IN THE MANNER PROSCRIBED IN SUCH NOTICE. IN ANY CASE, THE CHANGES SHALL NOT DIMINISH ANY SERVICE LEVELS COMMITTED TO CUSTOMER IN ANY APPLICABLE SERVICE LEVEL AGREEMENTS AT THE SERVICE COMMENCEMENT DATE. YOU HEREBY CONSENT TO THE INCORPORATION OF APPLICABLE TARIFFS AND THE ADDITIONAL TERMS AND PRODUCT TS AND CS POSTED AT (TERMS.XO.COM). YOU AGREE THAT ACCEPTANCE OF THIS AGREEMENT CONSTITUTES CONSENT TO THE USE OF ELECTRONIC RECORDS. YOU MAY REQUEST HARD COPIES OF PART OR ALL OF THE TERMS AT ANY TIME BY CALLING [1-888-699-6398]. THE OFFERING OF SERVICES IS SUBJECT TO ANY AND ALL FINAL REGULATORY COMMISSION REVIEW, APPROVAL AND REQUIREMENTS IN ACCORDANCE WITH APPLICABLE LAW. IF YOU USE THE SERVICES, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS, AND THE APPLICABLE TARIFFS.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND XO FOR THE SERVICES PROVIDED HEREUNDER, AND THAT IT MAY BE AMENDED ONLY IN ACCORDANCE WITH THE TERMS STATED ABOVE.

REV. 09/1/11