Consolidated Communications Standard Terms and Conditions of Services

The following sets forth the terms and conditions by which Consolidated Communications ("Provider") and its affiliated companies provide Television, High-Speed Internet and wireless services (the "Service" or "Services") to each subscribing customer (the "Customer"):

Each Customer elects to subscribe to the Services for the Minimum Service Term set forth on the Customer's enrollment form or other subscription document commencing from the date of acceptance by Provider as provided below. If no Minimum Service Term is selected for the applicable Service, then the Minimum Service Term shall be one year from the date of commencement of Service.

The Customer understands that, in order for the Customer to use the Service, the Customer must obtain proper equipment and installation supplied by Provider. The Customer further agrees that, should the Customer terminate Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, the Customer will be obligated for, and hereby agrees to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination: (i) activation fee, (ii) installation fee, and/or (iii) modem/router charge. Additionally, the Customer agrees to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by the Customer in connection with this Agreement. The Customer acknowledges that these charges and fees are in addition to any other normally billed amounts that may be owed at the time of termination.

The Customer agrees that the following terms and restrictions apply to the Services:

- The Services are provided in accordance with applicable tariffs. In the event of any conflict between the terms of the tariffs and this Agreement, the tariffs shall control.
- Loop installation will require an on-site visit from a certified Provider or provider contractor.
- The Customer is responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Service provided, and any third-party fees that may apply to said Service; the cost for installation of any additional equipment or service that Provider may install on the Customer's computer or premises; the cost of any other service for which there is a service charge; and the replacement cost of all Provider parts or equipment that may be damaged, lost, or stolen while in the Customer's possession.
- Provider's guaranteed speeds set forth in any materials provided to Customer reference the transmission speeds in kilobits per second from the point of demarcation at the Customer's premises (the "Premises") to the Provider's ADSL connection point. Actual data transfer or "throughput" to Customer's computers or other equipment may be lower due to Customer's equipment, facilities, Internet congestion or configuration, router or server speeds or other factors which cannot be controlled by Provider.
- The specific rates and charges for the Service are set forth in Provider's tariffs, where applicable. Otherwise the specific rates and charges are those from time to time established by Provider. Except as otherwise provided by tariff, Provider reserves the right to change the rates it charges for any service with thirty (30) days written notice sent by mail or electronically via the Customer's service or other means.

Payment of each invoice for the services is due in full, without deduction or offset, within 30 (thirty) days of the invoice date at the invoice address for payment. Customer agrees to pay interest on any amounts past due, at Provider's (which shall also include election, either (i) at the rate of 1 1/2% per month (or the maximum amount required by law, whichever is less), or (ii) a late charge of $5.00 per month the fees remain unpaid. Provider reserves the right to use any available communication method to collect a balance due including all forms of written and electronic communications. Customer also agrees to pay Provider' costs of collection, including reasonable attorneys' fees. Customer agrees that Provider may suspend and/or terminate service if any amounts due Provider are not paid by their due date. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable.

Provider will use reasonable efforts to provide Services in accordance with prevailing industry standards. PROVIDER MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL PROVIDER BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF PROVIDER'S OBLIGATIONS HEREUNDER. CUSTOMER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.

The Customer agrees that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to the Customer's computer, computer network and/or the contents thereof. Accordingly, the Customer agrees that they are solely responsible for providing any needed back-up for their information and data and that in no event will Provider or any of their employees, agents, contractors, or business associates be liable for any loss of data or damage to the Customer's computer, computer network and/or the contents thereof.

Unless expressly identified as being sold to Customer, title to all hardware and/or software provided by Provider in connection with this Agreement (the "Equipment") shall remain with Provider. Provider's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such are the Customer's sole responsibility

and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. The Customer will be solely responsible and liable for the maintenance and repair of all equipment and Services provide by the Customer. Unless expressly agreed to in writing, the Customer will be solely responsible and liable for connection of the Customer's computers and other equipment to the Equipment. Upon expiration, cancellation or termination of this Agreement, the Customer shall return to Provider all Equipment within ten (10) following termination. Provider will charge the Customer the undepreciated list price of the unreturned Equipment in addition to all applicable late return fees.

Upon Provider's acceptance of Customer's registration for certain Services, Provider will provide Customer with username, password and user identification number. Customer and members of Customer's household are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify Provider immediately upon discovering any unauthorized use of the account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames and passwords are Provider's property and Provider may alter or replace them at any time.

Customer hereby grants Provider and Provider's agents, employees, contractors, and representatives permission to enter Customer's Premises in order to install, maintain, inspect, repair, or remove Provider Equipment and/or connect the Service. The Customer understands that Customer must be present during an installation appointment at a mutually convenient time for Provider and the Customer.

The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. ACCORDINGLY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS". No advice or information given by Provider, its affiliates or its contractors or their respective employees shall create a warranty. Neither Provider nor its affiliates warrants that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, cancelbot, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. Provider has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees Customer accesses such materials at Customer's own risk.

Any anti-virus and SPAM protection offered in connection with Provider's Services are offered for Customer's incoming email services and are provided through third party vendors and subject to their warranties and limitations. NO GUARANTEES ARE MADE OR PROVIDED THAT THE SERVICES WILL BE VIRUS OR SPAM FREE OR THAT CUSTOMER EQUIPMENT WILL BE PROTECTED FROM HACKERS, VIRUSES, SPAM, SPYWARE, CANCELBOT, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE FIREWALL PROTECTION, ANTI-VIRUS, SPYWARE AND OTHER PROTECTION FOR CUSTOMER'S EQUIPMENT IN ORDER TO UTILIZE THE SERVICES AND PROTECT CUSTOMER'S EQUIPMENT AND INFORMATION.

The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Services provided by Provider in ways that violate laws, infringe the rights of others, interfere with the users of Provider' network or other networks, or otherwise violate any terns of the Provider' Acceptable Use Policies as set forth below (the "AUP").

The Services provisioned by the provider are especially designed to protect against data loss as the result of hardware or software failure, lost or stolen devices, but cannot provide a full and absolute protection against all data loss or theft even if these were known to provider at the time of designing the services. The Customer acknowledges and accepts the above-mentioned limitations regarding the ability of the Services, including the End User Software, to provide full protection against data loss. Where the provider provides the End Users with storage and/or sharing services resulting in storage of material the End User has indicated for delivery or archiving, the provider seeks to safeguard the confidentiality, availability and integrity of such Content, but as the access to Content may be adjusted by the End User and/or in case of other reasons outside the provider's control, the provider is unable to warrant the absolute confidentiality and availability of the materials.

Acceptable Use Policy. Customer agrees that the Service may only be used for lawful purposes for the Customer's individual use. The Customer agrees to use responsible internet practices to ensure that unauthorized third parties do not gain access to the Customer's computer or computer network or the Service, including, without limitation, by using computer security and anti-virus protections.

The Customer further agrees not to:

- Resell the Services or otherwise permit the use of the Services by any unauthorized users;
- Restrict or inhibit any other user from using and enjoying the Internet;
- Post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion;
- Post or transmit e-mails or other information or software which contains a virus, malicious code, spyware, adware, cancelbot, trojan horse, worm or other harmful component;
- Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purpose (other than as expressly permitted by the provider of such information, software or other material);

- Up load, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;

- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind (as determined in Provider's sole discretion), including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- Transmit spam (i.e. mass unsolicited e-mail messages) or flames (the sending of a large number of e-mail messages to a single or multiple addresses); or

- Gain or attempt to gain unauthorized access to or otherwise disrupt or deface web sites, networks, systems or accounts owned by Provider or any third parties, including without limitation, through the use of worms, trojan horses, denial of service attacks or other computer hacking techniques, disrupt the Service or network connectivity of Provider or any third parties, misuse Provider or third party facilities or create fraudulent accounts.

Provider has no obligation to monitor the Service or Customer's use of the Service. However, Customer agrees that the Provider has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Provider will not intentionally monitor or disclose any private electronic-mail message, except as stated above.

Provider reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of its AUP. Provider may further deny any person or entity access to all or part of its system, without notice, if such person or entity engages in any conduct or activities that Provider, in its sole discretion, believes violates any of its AUP.

Provider may deny Customer access to all or part of the Service without notice if Customer engages in any conduct or activities that Provider in its sole discretion believes violates any of the terms and conditions in this Agreement. If Provider denies access to the Service because of such a violation, Customer will have no right to access through Provider, the Internet or Customer's e-mail accounts.

Your service and access to the network can be terminated, at the sole discretion of the company, if you engage in conduct that is threatening, abusive or harassing to employees and authorized contractors of the company, including, for example, making threats to physically harm or damage employee or company property; frequent use of profane or vulgar language; or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair or general servicing of your service after you have been asked to stop such conduct.

Digital Millennium Copyright Act ("DMCA") Notice. In operating the Services, Provider may act as a "services provider" under the DMCA and offer services as an online provider of materials and links to third party websites. As a result, third party materials that are not owned or controlled by Provider may be transmitted, stored, accessed or otherwise made available using the Service. Customer acknowledges that the Customer will notify Provider if and to the extent any situation arises wherein Customer believes any material available through the Service infringes a copyright. Customer will notify Provider using the notice procedure for claimed infringement under the DMCA as provided below. The Provider's designated agent (the proper party for notice) to whom Customer should address infringement notices under the DMCA is set forth at http://www.copyright.gov/onlinesp/agents/conslcom.pdf. Provider will respond expeditiously to remove or disable access to material Provider determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringing party who provided the applicable content.

Provider also has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Provider, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests, operate the Services properly, or protect itself and its customers and users. Provider may immediately remove material or information from Provider's servers, in whole or in part, which Provider, in its sole and absolute discretion, determines to infringe another's property rights or to violate the AUP.

Wireless systems use radio channels to transmit voice and data communications over a network. Privacy cannot be guaranteed, and we are not liable to Customer or any other party for any lack of privacy resulting from using any wireless Services of the Provider. Customer acknowledges that the wireless Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, Provider cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer's situation and intended use of the Service. Provider strongly encourages customer-provided security solutions, such as virtual private networks, encryption and personal firewalls, but does not provide these to users and is not responsible for their effectiveness.

The Customer acknowledges and agrees that this Agreement, including the Provider' applicable tariff provisions, constitute the entire Agreement of the parties for the provision and use of the Services and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of Provider. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by Provider of any terms herein shall not be construed as a waiver of any subsequent breach of the terms of Service. This Agreement and the terms of Service shall be governed by the laws of the state wherein the Customer's Premises are located within Provider's service area without regard to choice of law principles, and venue shall be proper in the

county wherein the Premises are located. No amendments or modifications to this Agreement shall be effective or binding against Provider unless expressly agreed to in writing by an authorized representative of Provider.

Provider reserves the right to modify the terms and conditions of the AUP and other provisions of this Agreement from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting to Provider's web site at www.consolidated.com. Customer agrees to periodically visit the aforementioned web site to review any such changes. The use of the Services by Customer after any changes to the AUP and/or this Agreement will constitute Customer's acceptance of any changes.