

SECTION X. CABLE MODEM & ISP SERVICES

A. Introduction

This section sets forth the specific rules, regulations and rates applicable to the FPB Cable Modem and ISP Services. This includes the specific terms and conditions, which the subscriber will abide by, based on the subscriber signing the Application for Service – Customer Master Service Agreement (MASA). (Section E – Form #1)

B. General Description of Cable Modem and ISP Services

1. Cable Modem Service

FPB will offer high speed data transport services via cable modem over FPB's Cable TV facilities. The service will be generally available to residential customers and small business or business operated from the home. Cable modem transport services will initially be provided at speeds of 128K, 256K, and 512K with a 768K service for businesses. Higher speeds are available. High Capacity Commercial Users will be typically served over FPB's SONET Network described separately in Section XI of FPB's Rules, Regulations and Rates.

FPB's Network will enable customer's PCs to be connected to a cable modem allowing the customer high speed access to the customer's Internet Service Provider (ISP) of choice, including FPB's ISP Service discussed later.

(a) Installation

Service Activation charges for service included FPB running the inside wire, providing and installing the network card, configuring the cable modem, and connecting and testing end user's PC to FPB's network. The Service Activation Fee is \$30. However, where networking of multiple PCs to a single cable modem is required, the customer will be responsible for purchasing and installing the network interface card. FPB will be responsible for connecting the modem to the hub and testing modem communication to FPB's network. The customer has several options to consider at installation.

One option is the lump sum purchase of the FPB modem at \$125 upon installation, thereby, eliminating any extended minimum service period requirement and any monthly rental fees.

A second option is to elect a 36 month installment/purchase of the modem which after 36 months, the monthly installment purchase charge is eliminated.

The third option is to rent the box and pay a monthly rental fee in addition to the monthly service rate.

(b) Monthly Service and Minimum Service Period

The maximum monthly service rates are contained in Section X., Subpart D. along with the current rates established by management below the maximum. If the customer selects the modem three year installment/purchase option, the customer agrees to subscribe to the service for 36 consecutive months beginning with the date of installation and activation. At the end of this 36 months, the monthly cost for the installment purchase will be eliminated. The modem monthly installment purchase amount is \$4.

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For customers who elect the lump sum purchase of the modem, the minimum service period is 30 days.

For individuals who elect to rent the modem, the minimum required service period is 30 days.

(c) Customers Who Subscribe to Both FPB's Cable Modem & Telephone Service

Customers who subscribe to FPB Telephone Service when available who have purchased or are purchasing the cable modem including the use of modems may require the use of a different modem which is an integrated component of the FPB Customer's Premise Equipment (CPE) located typically outside the customer's home but may also be located inside and will be the sole property of FPB. The integrated CPE unit will have data, video, telephone and other integrated components.

Should FPB decide to offer this technology and the customer elects to subscribe to FPB's Telephone Service but has purchased FPB's Desk Top Cable Modem or the customer is still in the process of purchasing the modem under the 36 month installment purchase option, the following applies:

(1) If customer has purchased (in full) the desk top modem, the cable modem component of the CPE will be installed by FPB at no additional cost to the customer and the lowest monthly modem service rate applicable to the type modem service (128K, 236K, 512K, etc.) subscribed to by the customer will remain in effect. However, this does not preclude FPB from exercising its right to periodically adjust rates set forth in other provisions after public notice is given and public hearings held on such proposed rate adjustments.

(2) Where customer is still making installment payments to purchase the desk top cable modem, the customer will relinquish title to FPB by returning the desk top modem to FPB. FPB will then install the CPE modem component at no charge and offer the modem service to customer as in (1) above at the lowest rate for the service.

2. ISP Services

FPB will offer the typical ISP Service (e-mail, web hosting, Domain Name Service, etc.) These services will be generally available to Residential and Commercial customers. For a detailed list and pricing, refer to Section X., Subparts C & D.

C. Specific Terms and Conditions Applicable to Residential and Commercial Users/Customers

Any reference to FPB also applies to any Agent or Subcontractor of FPB.

1. Residential Users/Customers

FPB will provide the cable modem transport and/or ISP service (the "Service") to the Customer on the terms and conditions set forth below. Such Service will be delivered over cable transmission facilities provided by FPB. FPB may, in its sole discretion, change, modify, add or remove portions of these terms and conditions, and the Service provided there under, at any time. With the exception of any rate changes which will adhere to FPB's Public Notice and Hearing process, FPB will notify Customer of any other changes by sending notice via postal mail. Customer's continued use of the service following notice at such change shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any such modification, Customer must immediately stop using the Service and notify FPB that Customer is terminating service in with Subpart 12(a) of Section X.

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(a) Computer Equipment Requirement

The current minimum computer requirements for a PC connecting to the FPB Network are:

- (1) the operating systems may be Windows 98, Windows 2000,
- (2) a Pentium Processor or better;
- (3) Macintosh OS 8 or higher, or a 10 Base-T Ethernet port;
- (4) at least 32 MB of Ram; and (5) at least 50 MB of free hard disk space.

These minimum requirements may change and FPB will make reasonable efforts to support previously acceptable configurations; however, Customer acknowledges that FPB is not obligated to continue to provide such support. Typically, FPB will install the modem. It's the customer's responsibility to connect or install any gaming system, home network or alternative operating system.

(b) Customer Premises Equipment

Customer may either rent or purchase a cable modem from FPB.

(c) Access Provided

The equipment provided by FPB (the "Equipment") will allow customers to access the Internet, online services and other information. Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by FPB. Customer agrees and understands that all such charges, including all applicable taxes, are the sole responsibility of customer.

(d) Payment Terms

Agreement to Pay

Customer agrees to pay all monthly fees and installation charges, including applicable franchise fees, taxes, and customer service fees, late and other fees. If payment is not received by the due date, late fees and/or other charges/fees will be assessed and the service subject to disconnection. The Customer will be required to pay a reconnect fee in addition to all past due charges before the service is reconnected Customer further acknowledges that FPB may require a security deposit.

(2) Payment Methods

Customer agrees to pay FPB in accordance with the payment terms on the invoice received by Customer for the Service and agrees that FPB has the right to change the structure and amount of its fees at any time subject to applicable law. Currently, the bill for the monthly service will be received by the customer at the beginning of the month and payable by the 15th of the month for which the service applies.

(e) Access to Customer's Premises

Customer authorizes FPB, and its employees, agents, contractors, and representatives to enter Customer's premises (the 'Premises') in order to install, maintain, inspect, repair and remove the Equipment and/or the Service. If Customer is not the owner of the Premises, upon request,

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Customer will supply FPB with the Owner's name and address, evidence that Customer is authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent from the owner of the Premises.

(f) Relocating/Removing Equipment

If Equipment is rented, Customer will not remove the Equipment from the Premises or connect the Equipment to any outlet other than the outlet to which the equipment was initially connected by the FPB installer without prior consent from FPB. FPB will relocate the equipment for Customer within the premises at the Customer's request in accordance with the rates set forth in Section X, Subpart D.

If Customer relocates to a new address, Customer shall notify FPB. Customer acknowledges that Customer will incur additional charges for any Equipment relocation as shown in Subpart D.

Customer will not connect any other device to the dedicated cable modem outlet without prior consent from FPB. Customer understands that doing so may cause age to the FPB network or constitute service tampering and subject Customer to prosecution for damages.

(g) Contact Address

For any inquiries or notices required in connection with these terms and conditions, Customer should contact FPB in writing at FPB, Customer Service, P.O. Box 308, Frankfort, Kentucky 40602.

(h) Prohibited Uses of the Service; Indemnity

Customer shall not use the Equipment of the Service directly or indirectly to:

Perform any activity deemed illegal;

(2) Post, transmit, or disseminate content which violates any proprietary rights of FPB or any third party or is unlawful;

(3) Transmit or disseminate objectionable information, including, without limitation, any transmissions constituting of encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal or international law order or regulation:

(4) Copy, distribute or sublicense any software provided by FPB, except that Customer may make one copy of each software program for back-up purposes only;

Unlawfully promote or incite hatred;

Operate a Web, http, FTP, email, chat nntp, game, Gateway or proxy server from home;

Invade another person's privacy;

Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in anyway, information software or other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner;

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You may not reference FPB (e.g. by including "Organization: FPB" in the header or by listing an IP address that belongs to FPB) in the header of any unsolicited e-mails, even if that e-mail is not sent through the FPB network;

(10) Disrupt or attempt to disrupt FPB backbone network. Prohibited disruptions include, but are not limited to, sending unsolicited bulk or commercial e-mail messages ("spam"). Unsolicited e-mail may not direct the recipient to any web site or other resource which uses the FPB service. In addition, "mail bombing" the sending of numerous copies of the same or substantially similar messages or very large messages of files with the intent to disrupt a server or account, is prohibited;

(11) Use the Equipment or Services in a way which is contrary to any other FPB policy that may be posted by FPB from time to time. Specifically, customer agrees to abide by the FPB acceptable Use Policy and should consult this document regularly to ensure that their activities conform to the most recent version;

(12) Service, alter, modify or tamper with any FPB-owned Equipment or Service or permit any other person to do the same that is not authorized by FPB;

Use a VPN (virtual private network) or VPN tunneling protocol;

(14) Use an IP address or client ID not assigned to customer;

(15) Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment or the Service, including, without limitation, posting or transmitting any information or software which contains a virus, lock key, bomb, worm or other harmful feature; or generating levels of traffic sufficient to impede others' ability to send or retrieve information,

Resell the Service or otherwise charge others to use the Service. The Service is for personal use only and Customer agrees not to use the Service for operation as an Internet Service Provider or for any other business enterprise; or

Breach or attempt to breach the security of another user or attempt to gain access to any other person's computer software or data without the knowledge and consent of such person. The Equipment and the Service may not be used in any attempt to circumvent file user authentication or security (if any host, network or account). Use or distribution of tools designed for compromising security is also prohibited.

Engaging in any of the activities listed above may result in immediate termination of this Agreement. In addition, FPB reserves the right to disconnect or reclassify as commercial grade any customers found in violation of Subpart (h) items (13), (9) or (11). Subpart (h) shall not in anyway limit FPB's rights of termination pursuant to Subpart (L) of these terms and conditions.

Customer agrees to indemnify and hold harmless FPB, and each of their respective affiliates, subcontractors, employees and agents, from any claims arising from Customer's use of the Service;

this includes, but is not limited to, use of the Equipment or the Service in any manner prohibited under this Subpart (h).

(l) FPB's Content Rights

FPB has neither liability nor obligation to:

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Monitor the content on the Service and expressly disclaims any responsibility for any offense or injury arising out of the Customers access to or dissemination of such content. However, Customer acknowledges and agrees that FPB has the right to monitor content 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. FPB reserves the right to refuse to post or to remove any information or materials that, in its sole discretion, are unacceptable, undesirable or in violation of the Section X. Terms and Conditions.

Assume responsibility for the content contained on the Internet or otherwise available through the Service. There may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. All content accessed by Customer through the Service is accessed and used by Customer at Customer's own risk, and FPB and each of their respective affiliates subcontractors, employees and agents, shall have no liability whatsoever for any claims losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Customer. FPB specifically disclaims any responsibility for the accuracy, quality and confidentiality of information obtained through the Service.

(j) Customer Information

Credit Inquiries.

Customer authorizes FPB to make Inquiries and to receive information about Customer's credit history from other and to enter this information in Customer's file.

Information Collection and Disclosure

Customer agrees that FPB may, from time to time, collect information concerning Customer's use of the Service. Customer agrees that such information may be shared with other third parties provided that FPB (i) does not disclose any personally identifiable customer information to others, except as allowed by law, and (ii) otherwise complies with all applicable privacy laws should Customer not wish that Customer's information be used in such a manner, Customer can notify FPB at Customer Service, P.O. Box 308, Frankfort, Kentucky 40601.

Customer expressly grants FPB permission to disclose customer's account in response to:

- (a) a subpoena issued in a civil or criminal investigation or litigation,
- (b) a civil investigative demand issued by a government entity;
- (c) a court order, or,
- (d) as may be required by law.

(k) Customer Service

FPB expressly reserves the right to institute fees for providing certain customer support services if FPB in its sole discretion, it determines such fees are warranted. Customer acknowledges that FPB shall not be liable for any damage to Customer's equipment resulting from or arising in connection with FPB's installation and/or connection, provision of technical service, and support for the service even if such damage results from the negligence or gross negligence of the FPB installer technician or customer service representative.

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(l) Termination and Expiration

Termination Rights

Either FPB or Customer may terminate the service at any time after the minimum required service period by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by Customer, Customer must notify FPB by telephone or by a non-electronic written Submission. E-mail submissions shall not constitute effective notice. In the event of termination by FPB, FPB may notify the Customer of such termination by electronic or other means. FPB may terminate the service at any time because of the customer's failure to comply with the terms and conditions or FPB deems for any reason continuation of the service is not feasible. In such cases, any customer having lease/purchase arrangement in process, FPB will work with customer to reasonably resolve any equipment and service fee issues.

Any early termination by customer prior to completion of the minimum required service period, will result in customer being responsible for settling up at that time the balance of fees or charges remaining. However, FPB on a case-by-case basis will consider other practical options.

Customer Obligations Upon Termination

Customer agrees that upon termination, equipment rented will be returned immediately to FPB in satisfactory condition.

Where a termination occurs during the lease/purchase period, the equipment will be returned to FPB immediately.

(3) Commercial Users/Customers

These Terms and Conditions constitute the agreement between FPB, an Internet access/transmission service (the 'Service*') and the Customer's use of the FPB Internet Access Service at the Customer's place of business.

FPB Services Agreement. FPB agrees to provide the customer, and the customer agrees to accept from FPB, our high-speed access to the Internet Service (the "Service") for a single cable modem connection at the customer's place of business. By ordering and using the Service, the customer and all of the customer's employees agree to be bound by and are obligated to use the Service under and in compliance with the terms and conditions herein. FPB reserves the right at FPB's discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. Notification of changes in service will be posted on the Service, or sent via e-mail, or postal mail. The customer's use of the Service after such notice shall constitute customer's acceptance of such modification(s) as an amendment. To the extent permitted by law, the customer waives any and all objections the customer may now or hereafter have to the enforceability of these Terms and Conditions against the customer, specifically including, but not limited to, any objections or claims that it is a "consumer adhesion" contract.

License: During the subscription period, FPB grants the customer a non-exclusive, non-transferable, limited license to use the Service and to use data made available for use on the Internet. Except for the license granted herein, all rights, title and interest in "data" accessed by the customer in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are and shall continue to be the exclusive property of FPB and other contributors of data. As a business, the right to use FPB extends to all of the customer's employees. The customer agrees that

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this right to use is limited to one cable or dial-up connection at a time per account. Multiple account access is available for an additional fee.

Customer's Use of Customer's Company Name Network:

The Customer agrees that the FPB Service may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening, indecent or obscene, or material protected by trade secret. The customer agrees not to use the Service, including but not limited to, the cable modem/power supply and any software provided by FPB for any illegal, abusive or fraudulent purpose, or to achieve unauthorized access to any computer systems, software, data or other copyright or patent protected material. If the customer does, the customer acknowledges that the customer may be referred by FPB to appropriate law enforcement agencies,

"Hacking", "Spamming" or Infringement:

At Other's Rights, the customer agrees not to publish on or over the Internet any content which violates or infringes upon the rights of any other person. Customer also agrees not to use the Service or cable modem for any Illegal purpose, to achieve unauthorized access to another party or person's computer systems, software, data or other copyright or patent protected material (commonly referred to as "hacking"). Customer agrees not to interfere with the use of the Service or the equipment by other customers or disrupt the Service backbone network nodes or network services. Customer also agrees not to send unsolicited mail to FPB subscribers without FPB's explicit written permission for each instance of communication. Customer further agrees not to upstream unsolicited distribution lists in e-mail or other mass solicited e-mail (commonly referred to as "spamming"). Customer violation of any of these promises is grounds for immediate termination of the Service. If FPB is challenged by a third party regarding the suitability of customer content, FPB may, at FPB's sole discretion, suspend customer access to the Internet. FPB assumes no liability whatsoever for any losses, claims, damages, expenses, liabilities or costs (including legal fees) arising out of or in connection with allegation, claim, suit or other proceeding based upon customer's use of the Service of FPB's equipment or any third party which infringes the or intellectual property rights or contractual rights of any third party.

(d) Protection of Passwords; Resale Clause.

FPB is responsible for all use of customer's account(s), and the Confidentiality of customer's password(s). FPB will suspend Customer's access or change customer's access to the Service immediately upon notification by customer that customer's password has been stolen, lost or otherwise compromised. Customer must notify FPB of any known or suspected unauthorized use(s) of the customer's account or any known or suspected breach of security, including loss, theft or unauthorized disclosure of customer's password or credit card information.

Customer also agrees not to resell or redistribute access to the Service in any manner. The prohibition on resale of access includes, but is not limited to the provision of e-mail, FTP and Telnet access, or any other Internet access or Website host services.

(e) IP Addressing

FPB will provide customer with a dynamically assigned IP address as a component of the single-user Service. Customer agrees not to alter, modify or tamper with the IP address or those of any other person connected to the Service. FPB will take back the IP address upon disconnection,

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discontinuance or termination of the service. FPB reserve the right to disconnect or reclassify the Service to commercial grade for failure to comply with any portion of this Agreement. Static IP addresses are available for an additional fee.

(f) Ownership and Use of Equipment; Software License.

The cable modem cables and power supply equipment which FPB may supply to customer shall at all times be FPB's property unless purchased by customer. Customer agrees to immediately return to FPB in good condition upon disconnection of Service all such equipment subject to reasonable wear and tear. Customer will use reasonable care to avoid damaging the cable modem and power supply and will not move, relocate, alter, sell, lease, license assign, encumber or otherwise tamper with the equipment. If the equipment is not returned to FPB in good condition immediately upon termination of Service, customer will be charged and agrees to pay FPB a maximum of \$125 for its replacement. FPB further grants customer a limited, non-exclusive license to use any software FPB provides for customer's use in connection with the Service only. This license terminates upon termination of the Subscription or disconnection of Service.

(g) Installation

Either customer or an authorized reseller are solely responsible for installing the Ethernet/network Interface card. When any software associated with the Ethernet card and/or the cable modem is installed on customer's computer, the system files may be modified. The opening of customer's computer and/or the installation of software may disrupt the normal operations of customer's computer or cause the loss of files, and FPB is not responsible for any such loss. FOR THESE AND OTHER REASONS, FPB RECOMMENDS STRONGLY THAT CUSTOMER BACKS-UP ALL FILES PRIOR TO INSTALLATION.

(h) Access and Interruptions of Service

FPB will make a reasonable effort to make Service available to customer twenty-four (24) hours per day, seven (7) days per week. It is possible that there will be interruptions of Service. The Service is an Ethernet-like protocol service spread over a shared network which "piggybacks" on a cable television Infrastructure, and customer and all other users contend for bandwidth. FPB will manage the Service to provide appropriate bandwidth for as many customers as possible. However, customer acknowledges and agrees that the Service may be temporarily limited, interrupted or curtailed due to system capacity limitations imposed or experienced by the underlying communications carriers, governmental actions, force majeure, or because of temporary equipment or systems failures or modifications, upgrades, maintenance, repairs or similar activities required or appropriate in connection with the delivery or improvement of the Service.

(i) Customer Support

FPB will provide customer support which can be accessed by telephone or by e-mail. Support may be provided for use of the Service via software provided by FPB. FPB does not provide support for the Service when customer uses other hardware or software. The telephone numbers and e-mail addresses for support service & as well as hours of operation, are available from FPB. If customer uses or modifies the hardware or any software FPB supplies to customer, or the equipment requires a visit to customer's place of business for repair or correction, FPB reserves the right to charge customer for the visit and labor required to correct the situation. FPB does not undertake to correct or repair hardware or software which FPB does not supply.

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Liability for Content and Infringement of Other's Rights, Etc.

Liability for Obscene or Other Offensive Content, Pornography, Etc.

Customer acknowledges and understands that FPB only provides access to the Internet. FPB does not publish (other than e-mail messages that FPB may from time to time send customer regarding the Service), control, monitor or restrict the information, programs, e-mail, "chat rooms", interactive gaming or other material that is available to customer piece of business through the Internet the Wood Wide Web, or through USENET newsgroups, customer may find material available to be shocking, profane, abusive and/or offensive. Customer may, in fact, find some material to be obscene, sexually explicit or otherwise indecent. Customer recognizes that FPB is not responsible for this material, and acknowledges that customer has been notified that such material is present. Customer is solely and exclusively responsible and at risk for all Internet content accessed via the Service by customer and other members of customer's business, and (ii) providing suitable adult supervision of any person who is less than eighteen (18) years of age and uses the Service at customer's place of business to access the Internet. Customer agrees that Frankfort Plant Board is not in any manner responsible for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the Service.

Liability for Content Access Control Software

Customer may want to consider Installing blocking and filtering software developed by others that empower system administrators to restrict their users' access through the internet to objectionable or inappropriate material, and protect or prohibit them from corresponding with criminals or disclosing personal or other

information. Customer acknowledges that FPB is not the publisher of such software, and agrees that FPB is not in any manner responsible for the effectiveness of these blocking and filtering technologies.

(k) Liability for Unauthorized Access; Privacy; Encryption; File-sharing

FPB treats communications and data traffic on or through FPB's Service as strictly confidential and does not access, use or disclose contents of private communications, except in limited circumstances as compelled or permitted by law. However, since the Service is a shared network used by subscribers to video programming and provides access to the Internet (and beyond such network, the Internet does not provide security), it is possible that others may access or monitor customer's data traffic. Customer acknowledges that the Internet systems use public access facilities to transmit voice and data communications, and that the Service may accordingly not be completely private. Accordingly, FPB does not warrant that any data or unauthorized access by others or that other users (i.e., "hackers") will not gain access to customer's computer. FPB is not liable to customer for any claims, loss, damages or cost that may result from customer's lack of privacy on the Internet by virtue of customer's use of the Service. In addition, the Service is configured to disable peer-to-peer networking/file-sharing. If customer requests that FPB enable that feature, customer will be required to sign a separate release and liability waiver in which customer acknowledges the extreme security risks to customer's computer and the privacy of customer's date files associated with such networking. Moreover, if customer chooses to run applications which permit others to gain access to customer's computer, customer does so at customer's own risk and should take appropriate security measures. For these and other reasons, customer may want to consider installing third-party

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authentication-encryption software to protect customer's drives and data/e-mail files. FPB extends no warranty and accepts no liability with respect to the effectiveness of such software.

(l) Termination

Either FPB or Customer may terminate the service at any time after the minimum required service period by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by customer, customer must notify FPB by telephone or by a non-electronic written submission. E-mail submissions shall not constitute effective notice. In the event of termination by FPB, FPB may notify the customer of such termination by electronic or other means. FPB may terminate the service at any time because of the customer's failure to comply with the terms and conditions or FPB deems for any reason continuation

of the service is not feasible. In such cases, any customer having lease/purchase arrangement in process, FPB will work with customer to reasonable resolve any equipment and service fee issues.

Any early termination by customer prior to completion of the minimum required service period, will result in customer being responsible for settling up at that time the balance of fees or charges remaining. However, FPB on a case-by-case basis will consider other practical options.

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D. Maximum Installation and Monthly Service Rates For Residential and Small Business Internet Access (By Cable Modem) and FPB ISP Services.

| | |
|---------|---------|
| Current | |
| Monthly | Maximum |
| Rate | Rate |

1. Cable Modem Service

Monthly Residential & Small Business Service Rate

Transport Speeds:

(a) 128kbps Connection

| | | |
|---|------|------|
| When customer also has FPB Local Phone and Basic Cable | \$16 | \$16 |
| When customer also has FPB Local Phone OR Basic Cable | \$18 | \$18 |
| When customer does not have FPB Local Phone and Basic Cable | \$20 | \$20 |

(b) 256kbps Connection

| | | |
|---|------|------|
| When customer also has FPB Local Phone and Basic Cable | \$21 | \$21 |
| When customer also has FPB Local Phone OR Basic Cable | \$22 | \$22 |
| When customer does not have FPB Local Phone and Basic Cable | \$24 | \$24 |

(c) 512kbps Connection

| | | |
|---|------|------|
| When customer also has FPB Local Phone and Basic Cable | \$27 | \$27 |
| When customer also has FPB Local Phone OR Basic Cable | \$28 | \$28 |
| When customer does not have FPB Local Phone and Basic Cable | \$30 | \$30 |

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| | |
|---------|---------|
| Current | |
| Monthly | Maximum |
| Rate | Rate |
| \$120 | \$120 |

(d) 768kbps Connection
 -768kbps downstream x 512kbps upstream
 -Single Static IP Address
 -15 Mailboxes Per Account
 -10 MB Personal Web Space
 -1 DNS Domain Name Hosting

(e) Additional Static IP Address for 768 kbps Service \$10 \$10

(f) These services and rates will be only available to customers having these services as of July 1, 2006 and until these customers either move to a new service location, drop the service or FPB decides to discontinue the service.

(g) Residential Cable Modem Service Options:

| | | |
|--|-----|------|
| 100K Connection When customer has FPB basic cable and FPB local phone | NA | \$10 |
| 100K Connection When customer has FPB local phone | N/A | \$12 |
| 1000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$26 |
| 1000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$29 |
| 1000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$32 |
| Connection When customer has FPB basic cable and FPB local phone | N/A | \$34 |
| 2000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$37 |

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| | Current | |
|--|---------|---------|
| | Monthly | Maximum |
| | Rate | Rate |
| 2000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$40 |
| 4000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$39 |
| 4000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$42 |
| 4000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$45 |
| 8000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$48 |
| 8000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$51 |
| 8000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$54 |
| 12000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$52 |
| 12000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$55 |
| 12000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$58 |
| 16000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$56 |

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| Current | |
|---------|---------|
| Monthly | Maximum |
| Rate | Rate |

16000K Connection
When customer has FPB basic cable
or FPB local phone

N/A \$59

16000K Connection
When customer does not have FPB
basic cable or FPB local phone

N/A \$62

20000K Connection
When customer has FPB basic cable
and FPB local phone

N/A \$60

20000K Connection
When customer has FPB basic cable
or FPB local phone

N/A \$63

20000K Connection
When customer does not have FPB
basic cable or FPB local phone

N/A \$66

(h) Business Cable Modem Service Options:

1000K Connection
When customer has FPB basic cable
and FPB local phone

N/A \$35

1000K Connection
When customer has FPB basic cable
or FPB local phone

N/A \$45

1000K Connection
When customer does not have FPB
basic cable or FPB local phone

N/A \$50

2000K Connection
-When customer has FPB basic
cable and FPB local phone

N/A \$45

2000K Connection
When customer has FPB basic
cable or FPB local phone

N/A \$55

2000K Connection
When customer does not have
FPB basic cable or FPB local phone

N/A \$70

SECTION X. CABLE MODEM & ISP SERVICES

| | Current | |
|--|---------|---------|
| | Monthly | Maximum |
| | Rate | Rate |
| 4000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$55 |
| 4000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$65 |
| 4000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$80 |
| 8000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$75 |
| 8000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$85 |
| 8000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$100 |
| 12000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$105 |
| 12000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$120 |
| 12000K Connection When customer does not have FPB basic cable or FPB local phone | N/A | \$135 |
| 16000K Connection When customer has FPB basic cable and FPB local phone | N/A | \$ 115 |
| 16000K Connection When customer has FPB basic cable or FPB local phone | N/A | \$ 130 |

SECTION X. CABLE MODEM & ISP SERVICES

| | |
|---------|---------|
| Current | |
| Monthly | Maximum |
| Rate | Rate |

16000K Connection
When customer does not have
FPB basic cable or FPB local phone

N/A \$ 145

20000K Connection
When customer has FPB basic
cable and FPB local phone

N/A \$ 125

20000K Connection
When customer has FPB basic
cable or FPB local phone

N/A \$ 140

20000K Connection
When customer does not have
FPB basic cable or FPB local phone

N/A \$ 155

(b) Equipment Purchase or Rent:

~~(1) Monthly additional Charge if Customer
does not purchase modem (by lump sum
or installment payment) or is not a sub-
scriber to FPB's Telephone Service~~

NO LONGER
AVAILABLE

~~\$10 \$7~~

~~(2) Monthly Installment Purchase
(3 years)~~

NO LONGER
AVAILABLE

~~\$7 \$4~~

(3) Lump Sum Purchase
(One time Charge)

\$250 \$125

(c) Cable Modem Service Activation Charge
(One time Charge)

\$30 \$30

Running inside wire, providing and installing network card, configuring cable modem, and connecting and testing end users PC to FPB network

SECTION X. CABLE MODEM & ISP SERVICES

| | |
|---------|---------|
| Current | |
| Monthly | Maximum |
| Rate | Rate |

~~2. FPB ISP Monthly Service~~ ~~\$10~~ ~~\$10~~

NO LONGER
AVAILABLE

(a) FPB ISP Monthly Service

(Residential and Small Office/Home Office) (1 to 2 e-mail addresses, access to web, 5 megabytes of web space for personal not business pages, includes subscriber support, 24 hours a day, 7 days a week, 365 days a year)

(b) ISP Service – Non Recurring Charges

(1) Web Hosting Charges:

(i) Set Up Fees \$30 \$30

(c) Web Hosting Monthly Charges:

(1) Basic – Virtual E-Mail Server and Web Server with 20 MB storage & one E-mail Address, One DNS Domain Name Hosting \$20 \$20

(2) Deluxe – Virtual E-mail Server and Virtual Web Server with 50 MB disc Space of page storage, Five E-Mail Addresses, One DNS Domain Name Hosting \$40 \$40

(d) Domain Name Registration

(1) Registration (Annual Rate) \$30 \$ 30

(2) Transfer (Non-Reoccurring Charge) \$15 \$15

(e) Monthly Domain Name Hosting Service (Charge per Domain Name) \$5 \$5

(f) Web Design Charges (Per Hour) \$85

(g) Other Charges and Fees:

(1) Reconnection Charges \$40

(2) Service Calls \$40

(3) Relocation Charges within Premise \$30

(4) Relocation Charges to Another Premise \$40

(5) Deposit, if any, in accordance with Section V. Equipment Deposit Criteria

SECTION X. CABLE MODEM & ISP SERVICES

(See Section V.- P. Amounts)

(6) Additional E-Mail Address (each)

\$5/mthly \$5/mthly

(7) Additional Web Space per 10 MB

\$5/mthly \$5/mthly

(h) Management has the Discretion to Discount Rates based on Service Promotions, Packaging, or Changing Market Conditions

