

PLEASE READ THE FOLLOWING

Cross Sound Ferry Services, Inc. CUSTOMER AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE USING THE Cross Sound Ferry Services, Inc. WIRELESS INTERNET SERVICES. THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (AN ENTITY OR PERSON) AND Cross Sound Ferry Services, Inc. INC. BY PROCEEDING TO USE THE Cross Sound Ferry Services, Inc. SERVICE, YOU AGREE TO BE BOUND TO THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE.

Cross Sound Ferry Services, Inc. CUSTOMER AGREEMENT

The terms and conditions of this Agreement govern the relationship between you ("Customer" or "you") and Cross Sound Ferry Services, Inc. Inc. ("Cross Sound Ferry Services, Inc."). Cross Sound Ferry Services, Inc. provides its wireless Internet access services, as they may exist from time to time ("Services"). By connecting to the wireless internet services offered by Cross Sound Ferry Services, Inc., you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and other Cross Sound Ferry Services, Inc. policies posted on the Cross Sound Ferry Services, Inc. website.

- 1. PAYMENT OBLIGATIONS. You must (i) provide Cross Sound Ferry Services, Inc. with accurate and complete billing information including legal name, and credit card/billing information. You are responsible for any charges to you. If you have questions regarding charges, you should contact Cross Sound Ferry Services, Inc.' Customer Service Department at (860) 443-5281 or by email at reservations@longislandferry.com . All charges are considered valid unless disputed in writing within 10 days of the billing date. Adjustments will not be made for charges that are more than 10 days old.

Charges are billed to your credit cards for the applicable purchase and any additional usage or services. Cross Sound Ferry Services, Inc. is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Cross Sound Ferry Services, Inc..

- 2. LOCATIONS AND FEES. Access points or enabled venues may not be available in all areas. The Services may entail different fees at different locations. Cross Sound Ferry Services, Inc. reserves the right to change prices and locations, and institute new fees at any time. You are responsible for determining the fees prior to using the Services each time.
- 3. MONITORING THE SERVICES. Cross Sound Ferry Services, Inc. has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Cross Sound Ferry Services, Inc., 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.
- 5. WARRANTY DISCLAIMER. EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY Cross Sound Ferry Services, Inc., Cross Sound Ferry Services, Inc. DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. Cross Sound Ferry Services, Inc. HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES,

PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

- 6. LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Cross Sound Ferry Services, Inc. DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Cross Sound Ferry Services, Inc. MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND CUSTOMER WAIVES ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED BY OR THROUGH Cross Sound Ferry Services, Inc. DIRECTLY OR INDIRECTLY. YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND Cross Sound Ferry Services, Inc. DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY Cross Sound Ferry Services, Inc. OR ITS REPRESENTATIVES WILL CREATE A WARRANTY. Cross Sound Ferry Services, Inc. AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, Cross Sound Ferry Services, Inc.' CUMULATIVE LIABILITY TO ANY CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES AND/OR LICENSED PROGRAMS WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD PRECEDING THE ACCRUAL OF THE CLAIM.
- 7. INDEMNIFICATION. You agree, at your expense, to defend and hold harmless Cross Sound Ferry Services, Inc. and its affiliates, officers, directors and employees from and against any and all costs, damages and reasonable attorneys' fees resulting from any claim that your use of the Services injured or otherwise violated any right of any third party or violates any law.
- 8. ACCEPTABLE USE POLICY. All customers of the Services and users of the Cross Sound Ferry Services, Inc. website and/or the Cross Sound Ferry Services, Inc. software agree to and must comply with this section 8, which is Cross Sound Ferry Services, Inc.' Acceptable Use Policy (AUP), and your use of any Services, website or software provided by Cross Sound Ferry Services, Inc. constitutes your agreement to abide by the terms of this AUP. This AUP is intended to improve the use of the Internet by preventing unacceptable uses. Cross Sound Ferry Services, Inc. does not actively monitor the use of the Services under normal circumstances. Similarly Cross Sound Ferry Services, Inc. does not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. However, Cross Sound Ferry Services, Inc. may remove, block, filter, or restrict by any other means any materials that, in Cross Sound Ferry Services, Inc.' sole discretion, may be illegal, may subject Cross Sound Ferry Services, Inc. to liability or may violate this AUP. Cross Sound Ferry Services, Inc. may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services or other actions as detailed below. Without limiting the foregoing, you agree not to use the Services to:
 - (i) transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
 - (ii) harm, or attempt to harm, minors in any way;

- (iii) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services;
- (iv) transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (v) transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (vi) transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (vii) transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (viii) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- (ix) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (x) "stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- (xi) resell the Services without Cross Sound Ferry Services, Inc.' authorization;
- (xii) use the Services for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

Cross Sound Ferry Services, Inc. requests that anyone who believes that there is a violation of the AUP direct the information to: service@colonynetworks.com. If available, please provide the following information:

- (i) the IP address used to commit the alleged violation;
- (ii) the date and time of the alleged violation, including the time zone;
- and (iii) evidence of the alleged violation. When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

Cross Sound Ferry Services, Inc. may take any one or more of the following actions, or other actions not listed, at Cross Sound Ferry Services, Inc.' sole discretion in response to complaints:

- (i) issue warnings, written or oral;
- (ii) suspend the customer's service;
- (iii) terminate the customer's service
- (iv) bill the customer or user for administrative costs and/or reactivation charges, with a minimum administrative cost;
- or (v) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

- 9. TERM OF AGREEMENT. Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services.
- 10. COPYRIGHTS AND TRADEMARKS. All content included on Cross Sound Ferry Services, Inc.' website, including, but not limited to, text, graphics, logos, buttons, icons, images and software, is the property of Cross Sound Ferry Services, Inc. or its licensors or partners and is protected by Canadian and international copyright and trademark laws. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of the Cross Sound Ferry Services, Inc. website without the express written permission of Cross Sound Ferry Services, Inc. is strictly prohibited.
- 11. TERMINATION. Without prior notice, Cross Sound Ferry Services, Inc. may terminate this Agreement or your use of the Services, for any reason, including, without limitation, if Cross Sound Ferry Services, Inc., in its sole discretion, believes you have violated this Agreement or any of the policies applicable to customers, or if you fail to pay any charges when due. Cross Sound Ferry Services, Inc. may provide termination notice to you by email, if provided.

The provisions of the following sections of this Agreement will survive termination of this Agreement 3, 5, 6, 7, 8, 10, 11 and 12.

12. MISCELLANEOUS. This Agreement and the Privacy Policy, and Cross Sound Ferry Services, Inc.' other Customer policies posted on Cross Sound Ferry Services, Inc.' website constitute the entire agreement between you and Cross Sound Ferry Services, Inc. with respect to your use of the Services. Cross Sound Ferry Services, Inc. may revise, amend, or modify this Agreement and any other Customer policies and agreements at any time and in any manner. This Agreement is governed by Connecticut law without regard to conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect. The Superior Court located in New London, Connecticut has exclusive jurisdiction over all disputes arising out of or related to this Agreement, the Service and the AUP. You consent to the personal jurisdiction of the Superior Court of New London, Connecticut with respect to such matters or otherwise between you and Cross Sound Ferry Services, Inc., and waive your rights to removal or consent to removal. In the event Cross Sound Ferry Services, Inc. is required to initiate legal proceedings to enforce any provision of this Agreement or you initiate any legal proceedings relating to this Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees from the other party.