

TERMS AND CONDITIONS

The Customer named on the Work Order ("Customer," "you" and "your") and Broadstripe LLC ("Company," "Broadstripe," "we" or "us") agree to the terms and conditions on the Service Agreement below ("Agreement") for the provision of video, high-speed internet, voice over internet telephone or other service ("Service"). By signing the Work Order or using the Service, you agree to be bound by this Agreement.

- ACCESS TO THE SUBSCRIBER'S PREMISES**—You agree to allow us and our agents the right, at reasonable times, to enter upon the property at the address specified on the Work Order (the "Premises"), for the purposes of installing, maintaining, upgrading, replacing and removing our equipment and auditing the Service you receive.
- MAINTENANCE, OWNERSHIP AND RETURN OF EQUIPMENT**—All cable home wiring, connectors and mounting hardware installed by Company shall, upon installation, except where the Premises is part of a multiple dwelling unit building ("MDU"), become a fixture on the Premises and shall become the property of the owner of the Premises. You acknowledge ownership of such equipment. Ownership of Company installed wiring and facilities in MDUs shall be governed by any agreement between the Company and the building owner and applicable rules and regulations of the Federal Communications Commission ("FCC"). You shall be responsible for the repair and maintenance of any equipment you own or provide. We are not responsible or liable for any loss or impairment of Service due, in whole or in part, to the failure of any equipment you own or provide to work properly. Should any device or any facility owned or provided by you not comply with the technical specifications established by the FCC, we reserve the right to discontinue providing the Service until such non-compliance is corrected. YOU MAY ELECT TO PURCHASE A NAVIGATIONAL DEVICE FROM A THIRD PARTY. HOWEVER, IT IS UNLAWFUL FOR YOU TO USE SUCH DEVICE TO AVOID PAYING FOR SERVICE YOU RECEIVE. IT IS UNLAWFUL TO ALTER OR TAMPER WITH ANY DEVICE BELONGING TO A CABLE TELEVISION COMPANY IN ORDER TO RECEIVE, INTERCEPT OR ASSIST IN RECEIVING, OR INTERCEPTING, ANY COMMUNICATION SERVICE OFFERED OVER A CABLE TELEVISION SYSTEM UNLESS SPECIFICALLY AUTHORIZED TO DO SO BY LAW OR THE CABLE TELEVISION OPERATOR. VIOLATORS ARE SUBJECT TO FINES AND/OR IMPRISONMENT. All other equipment installed or provided by us, including, but not limited to, security devices, set-top devices, remote control units and cable modems, shall at all times remain our property ("Company Equipment"). During the term of this Agreement, we will repair and maintain any Company Equipment at our expense, unless such repair or maintenance is made necessary due to your misuse, abuse or intentional damage. In order to ensure compliance with applicable laws and performance standards, you agree that Company Equipment shall not be serviced by anyone other than our employees or agents. You agree not to tamper with Company Equipment. Upon termination of Service or if you move you are responsible for returning all Company Equipment. Company Equipment must be returned to us in undamaged condition, reasonable wear and tear expected, at a location we designate. BY EXECUTING THIS AGREEMENT YOU HEREBY AGREE TO RETURN ALL COMPANY EQUIPMENT NO LATER THAN TEN (10) DAYS AFTER SERVICE IS DISCONNECTED. YOU AGREE TO PAY US THE REPLACEMENT COST OF ANY UNRETURNED EQUIPMENT AND ACKNOWLEDGE AND AGREE THAT WE MAY DEBIT YOUR CREDIT CARD OR BANK ACCOUNT ON FILE FOR THE COST OF THE COMPANY EQUIPMENT IF YOU FAIL TO RETURN IT NO LATER THAN TEN DAYS AND APPROVE OF US DEBITING YOUR CREDIT CARD OR BANK ACCOUNT FOR SUCH FAILURE TO RETURN COMPANY EQUIPMENT BY EXECUTING THIS ORDER. Digital video recorders can cost up to \$494.00, digital terminals can cost up to \$355.00, CableCARD can cost up to \$75.00, remote control devices can cost up to \$5.25, cable modems cost up to \$32.00 and voice over internet modem and equipment can cost up to \$100.00.
- RATES AND CHARGES**—Recurring service and equipment charges are billed one month in advance. Other charges, such as for pay-per-view selections, interactive television fees and transactional fees are billed after the Service is ordered. You agree to pay all applicable charges for Services rendered and Company Equipment up to the date such equipment is returned. All charges are due upon receipt of our invoice. Rates for Service and other charges may be changed by us at any time, subject to applicable law. We shall furnish to you at any time, upon request, a list of our current rates and charges. We shall issue a credit or refund for any billing error, which is brought to our attention by you within sixty (60) days of the invoice date. The issuance of a credit or refund, if any, for errors brought to our attention beyond sixty (60) days will be at our sole discretion. Any adjustments to your invoice under this paragraph or paragraph 4 shall be in the form of a credit. Your invoice may also contain charges for other service provided by us or our subsidiaries or affiliates. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. If you fail to pay your invoice on time, we may disconnect Service. If Service is disconnected, you may be required to pay a reconnect fee and collection fee in addition to all past due charges before the Service is reconnected. In addition, unpaid invoices are subject to administrative and/or late fees. Any such fees assessed are not an extension of credit, interest or a finance charge. If we are required to use a collection agency or attorney to collect money that you owe us or assert any other right we may have under this Agreement, you agree to pay our reasonable costs of collection or of any action to enforce our rights, including without limitation, attorney's fees and court costs. No acceptance of partial payment by us shall constitute a waiver of our right to collect the full balance owing.
- DISRUPTION OF SERVICE**—We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of Service, directly or indirectly caused by, or proximately resulting from, any circumstance beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire; flood; lightning; earthquake; wind; ice; extreme weather condition; or other acts of God; failure or reduction of power; or any court order; law; act or order of government restricting or prohibiting the operation or delivery of Service. In all other cases of Service interruption, you shall be entitled upon request, provided it is made within thirty (30) days of such interruption, to a pro-rata credit for any Service Interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically otherwise provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption. SUCH CREDIT, UNLESS SPECIFICALLY PROVIDED BY LAW, SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR WAGES.
- AUTHORITY**—You represent and warrant that you are the owner of, or a tenant in, the Premises and have authority to enter into this Agreement and abide by its terms. You agree to indemnify and hold us harmless from any claims arising from a breach of the previous sentence.
- ASSIGNABILITY**—This Agreement and the Service furnished hereunder may not be assigned by You. You agree to notify us of any changes of ownership or occupancy of the Premises immediately upon such transfer of ownership or occupancy. We may freely assign our rights and obligations under this Agreement.
- PROGRAM SERVICE**—You acknowledge and agree that we have the right at any time to preempt, without prior notice, specific programs or services advertised as available and to determine what substitute programming or services, if any, shall be provided. We may at our discretion, make additions, deletions or modifications to our current and future program line-ups without liability to you. We shall not be liable for failure to deliver any programming or services, except as provided in paragraph 4 above.
- REFUNDABLE DEPOSIT**—We acknowledge the receipt of the refundable deposit, if any, specified on your Work Order. We may also require a deposit after Service activation if you fail to pay any amounts when due hereunder. Within forty-five (45) days of Service discontinuation we shall return a sum equal to the deposit, without interest unless otherwise required by law, minus any amounts due on your account including without limitation, any amounts owed for unreturned or damaged Company Equipment.
- TERMINATION**—The Agreement and the Service provided hereunder may be terminated: (a) by us at any time without prior notice (i) if you fail to comply in full with its terms, (ii) you breach any other agreement you have with us or our affiliates, or (iii) if we lose the right to use rights-of-way necessary to provide Service to you; or (b) by you, at any time, provided all outstanding amounts are paid in full, including those that may be stipulated by a separate contracted promotional service agreement, and all Company Equipment is returned by you as specified in Paragraph 2. You agree that you shall be responsible for and pay all charges for Services rendered up to the date such equipment is returned. In the event we terminate this Agreement, restoration of Service shall be solely at Company's discretion and on such terms as we determine are necessary to resume Service on a commercially reasonable basis.
- LIMITATION OF WARRANTY**—COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM WHATEVER CAUSE, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR WAGES.
- USE OF SERVICE**—You agree not to use the Service or the programming we furnish except for non-commercial home use, unless otherwise specifically authorized by us in writing. You shall not use the Company Equipment or the Service, directly or indirectly, for any unlawful purpose. Use of the Company Equipment or Service for transmission or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. In addition to the foregoing you acknowledge and agree that you shall be solely responsible for any transaction, including, without limitation, purchases made through or in connection with the Service.
- TAXES**—You agree to pay all taxes, including, but not limited to, all sales, excise, real and personal property taxes, which may be levied or imposed by any government entity with respect to your property.
- MANDATORY AND BINDING ARBITRATION**—EXCEPT AS PROVIDED BELOW, ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS RULES FOR THE RESOLUTION OF COMMERCIAL DISPUTES, AS MODIFIED BY THIS AGREEMENT AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF; PROVIDED, HOWEVER, THAT THIS ARBITRATION CLAUSE SHALL NOT LIMIT THE COMPANY'S RIGHT TO FILE A LAWSUIT (OR TAKE OTHER MEASURES) TO RECOVER SUMS DUE TO THE COMPANY AS A RESULT OF CUSTOMER'S FAILURE TO MAKE PAYMENTS FOR SERVICE OR TO PREVENT THE UNAUTHORIZED RECEPTION OF SERVICE. EACH CLAIM OR CONTROVERSY SUBJECT TO ARBITRATION UNDER THIS AGREEMENT SHALL BE ARBITRATED BY THE CUSTOMER ON AN INDIVIDUAL BASIS AND WILL NOT BE COMBINED OR CONSOLIDATED OR MADE PART OF A CLASS ACTION WITH THE CLAIM OF ANY OTHER CUSTOMER. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND FEES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, INCURRED IN THE CONDUCT OF THE ARBITRATION. THE ARBITRATOR MAY NOT VARY THE TERMS OF THIS AGREEMENT, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL THE ARBITRATOR HAVE THE AUTHORITY TO AWARD PUNITIVE DAMAGES OR ANY OTHER SUMS WHICH EXCEED THE PREVAILING PARTY'S ACTUAL DAMAGES, NOR SHALL ANY PARTY SEEK PUNITIVE OR OTHER DAMAGES RELATING TO ANY MATTER ARISING OUT OF THIS AGREEMENT IN ANY OTHER FORUM. IF FOR SOME REASON THE ARBITRATION REQUIREMENTS DO NOT APPLY, THE CUSTOMER AND COMPANY EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.
- LIABILITY OF CUSTOMER**—You shall be responsible and shall reimburse us for any damages, losses or expenses (including without limitation, reasonable attorney's fees and costs) incurred by us in connection with any claims, suits, judgments and causes of action arising out of (i) your use of the Service; (ii) infringement of patents or other proprietary rights arising from combining or using in connection with the Service any unauthorized apparatus or system; and (iii) you breach any provision of this Agreement.
- SUBSCRIBER PRIVACY NOTICE**—As a subscriber to cable service, you are entitled under Federal law to certain privacy notices. We include subscriber privacy notices in the package of information we initially provide when you activate Service. If you did not receive a privacy notice, please contact a customer service representative in your local BROADSTRIPE cable office to have a notice sent to you.
- MISCELLANEOUS**—Subscribers of Broadstripe's high-speed internet services are also bound by the terms and conditions outlined in the Company's Acceptable Use Policy (AUP); High-Speed Data Subscriber Agreement and High-Speed Data Privacy Agreement. Subscribers of Broadstripe's voice over internet phone service "Broadstripe Voice" are also bound by the terms and conditions in the Broadstripe Voice User's Agreement. These agreements are available to view or download at the Company's website located at www.broadstripe.com, or you may contact a customer service representative in your local Broadstripe cable office to have a notice sent to you. Notwithstanding the preceding, this Agreement constitutes the entire agreement between you and the Company. No undertaking, representation or warranty made by any agent or employee of the Company in connection with the installation, maintenance or provision of Service which is inconsistent with the terms of this Agreement, shall be binding on Company. Company may amend this Agreement on thirty (30) days prior notice to you and such amendment may be provided to you in hard copy, delivered via your television or any other available electronic means, as determined at our sole discretion. Your election to continue receiving the Service thereafter shall be deemed to constitute your acceptance of such amendment. No alteration or modification of the terms of this Agreement by you shall be accepted and each alteration or modification shall be void. If any provision of this Agreement is determined to be illegal or unenforceable by a court, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement. If any provision of this Agreement conflicts with a provision of an applicable ordinance or other government regulation, the provision of such ordinance or regulation, to the extent of such conflict, shall apply. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. The Agreement and all matters relating to the validity, construction, performance and enforcement are governed by applicable federal law, the rules and regulations of the FCC and applicable laws, regulations or ordinances for the state and local areas where Service is provided.
- BROADSTRIPE VOICE INTERNET PHONE E 911 SERVICE LIMITATIONS OF SERVICE AND LIABILITY**—Limitations of Service Affecting Access to 911 Services: **Customer acknowledges and understands that: a) The Service does not function in the event of power failure. IF THE ELECTRICAL POWER AND/OR BROADSTRIPE'S CABLE NETWORK OR FACILITIES ARE NOT OPERATING, BROADSTRIPE PHONE, INCLUDING THE ABILITY TO ACCESS EMERGENCY 911 SERVICES, MAY NOT BE AVAILABLE. b) The address associated with an E911 call is the authorized address where Service was originally provided. Movement of the voice over internet modem or equipment from the original service location will result in the identification of the E911 call from the original service location. Customer is required to notify Broadstripe of any change of address of the voice enabled advanced modem for E911 calling service to work properly. c) CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, BROADSTRIPE SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY CUSTOMER'S INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.** Customer agrees to defend, indemnify, and hold harmless Broadstripe, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.