

## US CABLE RESIDENTIAL SERVICES AGREEMENT

### **TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):**

You ("Customer") understand and agree that Sections 1 through 28 of this Residential Service Agreement ("Agreement") apply to US Cable of Coastal Texas, LP. ("US Cable") provision of each and every communication service ("Service(s)") ordered by Customer, which may include cable television service ("Video Service") and high speed data service ("High Speed Internet Service"), provided by US Cable and voice service ("Phone Service") and, together with Video Service and High Speed Internet Service, as applicable "Services") provided by Big River Telephone Company, LLC ("Big River" and together with US Cable, "Service Parties") and US Cable equipment ("Equipment").

1. **Agreement.** Customer agrees to be bound by the terms of this Agreement by: (i) executing a copy of the Work Order presented to Customer at the time of installation ("Work Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. US Cable may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with Section 22 of this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify US Cable of Customer's intent to terminate Service and return all Equipment.
2. **Residential Use.** The Services provided are solely for Customer's personal, residential use and Customer shall not use Services for any commercial purpose. US Cable shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.
3. **Access to Customer Premises.** Customer grants US Cable and its employees, representatives and/or agents the right to enter Customer's premises and access Equipment, the wiring within Customer's premises and Customer's computer(s) to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage, or install or deliver US Cable provided software ("Software"). Customer shall cooperate in providing such access upon request of US Cable. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize US Cable personnel and/or its agents to enter the premises for the purposes described herein.
4. **Payment.** The charges for one month of Services, including any deposits and installation and Equipment charges, are due upon installation of the Services. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees, taxes, regulatory fees, franchise fees, surcharges and other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes US Cable to charge such accounts. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. US Cable does not extend credit to US Cable's Customers and the Administrative Fee is not interest, a credit service charge or a finance charge.
5. **Additional Fees.** In addition to Customer's monthly recurring charges and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of fees is available on US Cable's website ( [www.uscable.com](http://www.uscable.com) ) ("Schedule of Fees"). US Cable reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on US Cable's website.
6. **Early Termination Fees.** If a Customer cancels, terminates or downgrades any Service before the completion of the term shown on the Work Order ("Initial Term"), or prior to the term of any promotional offer, Customer agrees to pay US Cable all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by US Cable to establish service to Customer, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by US Cable to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Initial Term or term of the promotional offer.
7. **Security Deposits.** Customer acknowledges and agrees that US Cable may verify Customer's credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Customer's credit standing or past payment history with US Cable. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.
8. **Disputed Charges.** Customer must notify US Cable in writing of billing errors, disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date US Cable receives sufficient documentation to enable US Cable to investigate the dispute. The date of the resolution is the date US Cable completes its investigation and notifies the Customer of the disposition of the dispute.
9. **Adjustments or Refunds.** Any adjustment or refund shall be an amount equal to the pro-rata part of the monthly charges applicable to the interrupted Service and associated Equipment charges for the period of time during which the Service is interrupted. The adjustment or refund will be accomplished by a credit on a subsequent bill for the Service. Except as otherwise expressly provided in this Agreement, the liability of the Service Parties, their officers, shareholders, directors, employees, affiliates, vendors, sub-contractors, carrier partners, content providers, agents and other persons or entities involved in providing the Services or Equipment for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the

Customer's Service charges for a respective Service and associated Equipment fees with regard thereto for a regular billing period ("Maximum Credit"). No credit allowance will be made for:

interruptions of Service due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by Customer to use a Service;

interruptions of a Service due to the negligence of any person other than US Cable including, but not limited to, the other common carriers connected to the US Cable's facilities;

interruptions of a Service due to the failure or malfunction of Customer owned equipment or third party equipment;

interruptions of a Service during any period in which US Cable is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,

interruptions of a Service during a period in which Customer continues to use the Service on an impaired basis;

interruptions during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements;

interruptions of a Service due to circumstances or causes beyond the control of US Cable.

- a. **Limitation of Refund.** Unless otherwise provided by applicable law, in the event any amounts owed by US Cable to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of US Cable.

10. **Equipment And Software.** Any network facilities, Software, cabling or Equipment installed or provided by US Cable will remain the property of US Cable. Customer will acquire no ownership or other interest in the network facilities, cabling, Software or Equipment by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the network facilities, cabling or Equipment to Customer's residence or premises.
  - a. **Misuse of Equipment.** Customer will not open, alter, misuse, or tamper with the Equipment. Customer will not remove Equipment from the location where Equipment was installed. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by US Cable) will not permit anyone other than a US Cable authorized representative to perform any work on the Equipment.
  - b. **Return of Equipment.** If Customer's Service is terminated or cancelled (for whatever reason), Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to US Cable in the same condition as when received, ordinary wear and tear excepted. If Customer fails to return the Equipment, Customer will pay US Cable the value of the equipment and any expenses US Cable incurs in retrieving the Equipment. Failure of US Cable to remove the Equipment does not mean that US Cable has abandoned the Equipment. US Cable may continue to charge Customer a monthly Service fee until any remaining Equipment is returned, collected by US Cable or fully paid for by Customer. Customer acknowledges that costs of repair or replacement are subject to change and other charges relating to the possession and use of the equipment may be increased at any time in accordance with applicable laws or regulations. Upon notice, Customers agree to pay such charges or return the equipment in good working order.
  - c. **Damaged or Lost Equipment.** If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
  - d. **Operation of Equipment.** The Customer agrees to operate any Equipment in accordance with instructions of US Cable or US Cable's agent. Failure to do so will relieve the Service Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.
  - e. **Tests and Inspections.** Upon reasonable notification to the Customer, and at a reasonable time, US Cable may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
  - f. **Software.** Customer agrees to comply with the terms and conditions of any Software license agreement provided with the Software. The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by US Cable and any related written materials. US Cable will have the right to upgrade, modify and enhance the Equipment and Software from time to time through "uploads."
  - g. **Repair.** US Cable will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. US Cable is not responsible for the operation, maintenance, service or repair of any Customer's equipment, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment").
11. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

12. **Customer Liability for Users.** Customer must be at least eighteen years of age to subscribe to Services. Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.
13. **Privacy Policy.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Customer acknowledges receipt of US Cable's privacy policy ("Privacy Policy") governing the collection, use and disclosure of Customer personally identifiable information as well as Customer Proprietary Network Information. The Privacy Policy may also be found on US Cable's website ([www.uscable.com](http://www.uscable.com)). US Cable may, in its sole discretion, change, modify, add or remove portions of the Privacy Policy at any time by giving Customer notice in accordance with Section 22 of this Agreement.
14. **Termination.** US Cable may terminate this Agreement immediately at any time, without prior notice, if Customer or a User fails to fully comply with the terms of this Agreement, its components and US Cable's use requirements set forth in Section 39 of this Agreement or for any other reason or no reason. If US Cable terminates Service due to a violation of this Agreement or US Cable's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and US Cable may also exercise other rights and remedies available under law.
15. **Customer Obligations Upon Termination.** Customer agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) the effective date of termination of the Service, (ii) if applicable, the expiration of any promotional term, or (iii) the date when the associated Equipment or Software has been returned to US Cable.
16. **No Waiver.** The failure of US Cable to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of US Cable or the ability to assert or enforce such right at any time in the future.
17. **No Assignment.** Customer may not assign, or transfer in any manner, the Services or any rights associated with the Services.
18. **No Warranty; Limitation of Liability.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY US CABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. THE SERVICE PARTIES MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE EQUIPMENT WILL WORK AS INTENDED. CUSTOMER FURTHER AGREES THAT ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES.

EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT (INCLUDING NEGLIGENCE) WILL EITHER SERVICE PARTY BE HELD RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, RESULTING DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES) AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

THE SERVICE PARTIES MAKE NO WARRANTIES THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT.

THE SERVICE PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA US CABLE'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT EITHER SERVICE PARTY WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

IF CUSTOMER RESIDES IN A STATE WHICH LAWS PREVENT CUSTOMER FROM TAKING FULL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE SERVICES AND/OR EQUIPMENT, EACH SERVICE PARTY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IN NO EVENT SHALL LIABILITY EXCEED THE AMOUNT OF DIRECT

DAMAGES FOR INJURY TO PROPERTY OR PERSON CAUSED THE RESPECTIVE SERVICES PARTY'S WILLFUL OR GROSS NEGLIGENCE OR, FOR ALL OTHER CLAIMS, THE MAXIMUM CREDIT.

19. **Indemnification.** Customer agrees to defend, indemnify and hold harmless each of the Service Parties, including but not limited to, each of their respective affiliates, subcontractors, employees and agents, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Services and Equipment by Customer or otherwise arising out of the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by the Service Parties to Customer. Customer agrees to indemnify and hold harmless each of the Service Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of US Cable's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless each of the Service Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of US Cable or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by US Cable, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by each of the Service Party.
20. **Arbitration.** CUSTOMER AND US CABLE AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY US CABLE OR ANY ORAL OR WRITTEN STATEMENTS, ADVERTISEMENTS OR PROMOTIONS RELATING TO THIS AGREEMENT OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH ARBITRATION. Each arbitration shall be initiated and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"). The AAA shall appoint the arbitrator. Arbitration must be initiated by Customer within one (1) year of the date of the occurrence of the event or facts giving rise to the dispute (except for billing disputes which, if initiated by Customer, must be asserted by Customer by notice in writing to US Cable within thirty (30) days of receipt of an invoice, and with respect to which if not resolved, must be initiated within ninety (90) days of such notice). Customer waives any claim not filed in accordance with the previous sentence. The party initiating arbitration shall give notice to the other party by mailing a copy of the request for arbitration to the other party at the addresses on the Work Order. All parties to the arbitration must be individually named and there shall be no right or authority for any claims to be arbitrated on a class action or consolidated basis or through a representative, unless applicable state law mandates otherwise. Arbitration of Claims will be conducted in the City and State of New York pursuant to the rules related to commercial arbitration of the AAA as they are in effect on the date of the notice to arbitrate.
21. **Severability.** If any term or condition of this Agreement shall be adjudicated as invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
22. **Notice.** US Cable may deliver any required or desired notice to Customer by posting the notice on US Cable's web site, or by sending notice via e-mail or first class U.S. postal mail to Customer's billing address. Customer agrees that any one of the foregoing will constitute sufficient notice. Because US Cable may from time to time notify Customer about important information regarding the Services, AUP, Privacy Policy and the Agreement by such methods, Customer agrees to regularly check his or her postal mail, e-mail and all postings on the US Cable web site ( [www.uscable.com](http://www.uscable.com) ) and Customer bears the risk of failing to do so. Notices from Customer to US Cable shall be sent to US Cable's address indicated on the Work Order.
23. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between US Cable and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.
24. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and US Cable rights and the rights of others).
25. **Force Majeure.** Neither Service Party shall be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over US Cable, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.
26. **Entire Agreement.** This Agreement, the Work Order, the Privacy Policy, the Fee Schedule and the AUP constitute the entire agreement between the parties and supersede and nullify all prior understandings, promises or undertakings with respect to the Services and/or Equipment.
27. **Governing Law.** This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of New Jersey. Customer may not bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.
28. **General.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. US Cable's 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 provision of this Agreement. This Agreement may not be assigned or transferred by Customer. This Agreement is freely assignable by US Cable to third parties.

**TERMS OF SERVICE APPLICABLE ONLY TO THE PROVISION OF CABLE TELEVISION SERVICES (VIDEO SERVICES).** In addition to all other relevant terms provided in this Agreement, as part of Customer's subscription to such Video Services, Customer further understands and agrees that:

29. **Use of Services.** The programs, content and other service provided through US Cable's Video Service must be utilized for use solely at the Customer's residence, for purposes limited to other authorized activities and display on no more than the number of workstations/receivers at the Customer Locations as disclosed on the Work Order, provided that Customer may not directly or indirectly charge any fee as a condition to viewing the Service and that the Video Service is not duplicated, redistributed or accessed in violation of any applicable law.
30. **Programming Content.** Customer understands and agrees that by using the Video Service, Customer or Users may be exposed to materials or content that may be offensive, sexually explicit or objectionable to Customer. Parental control devices are available upon Customer's request for use with the Video Service to block certain programming and/or filter certain content. US Cable makes no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will US Cable be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Video Service.
31. **Security.** US Cable has no obligation to track the Video Services provided to Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, US Cable may track through its cable television system the channel or Service selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Video Services and/or to protect US Cable, its cable television system, Services, Equipment and/or Customers.
32. **Signal Level.** To maintain legal requirements for minimal signal levels at Customer's terminal, no more than one television or cable programming viewing device may be connected to a single cable receptacle.
33. **Outages.** Subject to applicable law, a credit may be given for qualifying outages. If there is a known Video Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), US Cable, upon prompt notification of such failure or interruption by Customer, may either provide Customer with a pro-rata credit relating to such failure or interruption, or at US Cable's discretion, in lieu of the credit, provide alternative programming during any program interruption. US Cable will not be liable for any incidental or consequential damages or losses from any interruption in programming or Video Service.

**TERMS OF SERVICE APPLICABLE ONLY TO THE PROVISION OF HIGH SPEED INTERNET SERVICES.**

US Cable will provide the Warp Drive Online Service (the "Service") to Customer on the terms and conditions set forth below. Warp Drive Online Service is an electronic two-way online information and communication service of US Cable (which may include proprietary products of Warp Drive Online Service as well as Internet access). Such Service will be delivered over cable transmission facilities provided by US Cable.

In addition to all other relevant terms provided in this Agreement, a Customer who subscribes to one of US Cable's High Speed Internet Services, which may include internet access services, online video services, e-mail services, e-commerce, online content, features and other online services under the control of US Cable or its affiliates understands and agrees that:

34. **Computer Equipment Requirement.** A listing of the current minimum computer requirements is available by contacting US Cable during regular business hours. The minimum requirements may change and US Cable will make reasonable efforts to support previously acceptable configurations; however, Customer acknowledges that US Cable is not obligated to continue to provide such support.
35. **Customer Premises Equipment.** Customers may have the option of purchasing a DOCSIS-compliant standard modem either from US Cable or from a third party provider. US Cable reserves the right to provide service only to users who have US Cable-approved DOCSIS-compliant modems. Subscribers are strongly urged to check with US Cable Customer Support.
36. **Peripheral Equipment.** Customer understands and agrees that, to be operational, the High Speed Internet Service may require additional equipment. If US Cable is providing Customer with a cable modem, the cable modem shall remain Equipment. If Customer has purchased a cable modem (whether from US Cable or from a third party) the cable modem shall be Customer Equipment. Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the High Speed Internet Service. US Cable shall have no obligation to provide, maintain or service the Customer Equipment. Customer agrees not to use the Equipment for any purpose other than to use the High Speed Internet Service pursuant to this Agreement.
37. **Access Provided.** The equipment provided by US Cable (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 US Cable. Customer agrees and understands that all such charges, including all applicable taxes, are the sole responsibility of Customer.
38. **Relocating/Removing Equipment.** 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 US Cable's installer without prior consent from US Cable. US Cable may relocate the Equipment for Customer within the Premises at the Customer's request. If Customer relocates to a new address, this Agreement shall automatically terminate and Customer will be required to enter into a new Subscriber Agreement to initiate Service. In all cases, Customer shall notify US Cable. Customer acknowledges that Customer may incur additional charges for any Equipment relocation. Customer will not connect any other device to the dedicated cable modem outlet without prior consent from US Cable. Customer understands that doing so may cause damage to US Cable's network and subject Customer to reasonable damages and may further be prosecuted for damages.
39. **Prohibited Uses of the Service; Indemnity.** Customer shall not use the Equipment or the Service directly or indirectly to:
  - a. perform any activity deemed illegal;
  - b. post, transmit, or disseminate content which violates any proprietary rights of US Cable or any third party or is unlawful;

- c. post, transmit or disseminate objectionable information, 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, federal or international law, order or regulation;
  - d. copy, distribute or sublicense any software provided by US Cable;
  - e. unlawfully promote or incite hatred;
  - f. operate a Web, http, FTP, e-mail, chat, nntp, game, Gateway or proxy server from home;
  - g. invade another person's privacy;
  - h. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner;
  - i. reference US Cable (e.g., by including "Organization: US Cable " in the header or by listing an IP address that belongs to US Cable) in the header of any unsolicited e-mails, even if that e-mail is not sent through US Cable's network;
  - j. disrupt or attempt to disrupt US Cable's 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 US Cable service. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited;
  - k. use the Equipment or Services in a way which is contrary to any other US Cable policy that may be posted by US Cable from time to time;
  - l. service, alter, modify or tamper with any US Cable-owned Equipment or Service or permit any other person to do the same that is not authorized by US Cable;
  - m. use an IP address or client ID not assigned to Customer;
  - n. 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;
  - o. 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
  - p. 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 the user authentication or security of 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, US Cable reserves the right to disconnect or reclassify as commercial grade any customers found in violation of items i or k. This Section shall not in any way limit US Cable's rights of termination pursuant to Section 14 of this Agreement.
40. **Network Integrity.** US Cable reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail virus scanning, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage.
41. **Bandwidth, Data Storage and Other Limitations** Customer agrees to comply with US Cable's bandwidth, data storage and other limitations of the High Speed Internet Service as established and modified by US Cable from time to time. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the High Speed Internet Service, nor represent (in US Cable's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede US Cable's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.
42. **Personal Web Pages** Warp Drive Online provides you with access to personal Web pages. You are solely responsible for any/all information that you or others publish to your personal web pages. US Cable reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. US Cable may remove or block content contained on your Personal Web Pages and terminate your Personal Web Access and/or your use of the Service if we determine that you have violated the terms of this Policy.
43. **US Cable's Content Rights.** US Cable has neither liability nor obligation to;
- a. monitor the content on the Service and expressly disclaims any responsibility for any offense or injury arising out of the Customer's access to or dissemination of such content. However, Customer acknowledges and agrees that US Cable 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. US Cable 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 this Agreement.
  - b. 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 US Cable 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. US Cable specifically disclaims any responsibility for the accuracy, quality and confidentiality of information obtained through the Service.

44. **Customer Service.** US Cable expressly reserves the right to institute fees for providing certain customer support services if, at its sole discretion, it determines such fees are warranted. Customer acknowledges that US Cable shall not be liable for any damage to Customer's equipment resulting from or arising in connection with its provision of technical service and support for the US Cable service, even if such damage results from the negligence of the US Cable installer, technician or customer service representative.
45. **Back-Up Requirements.** Customer acknowledges and represents that he/she understands that the installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outages or potential damage to Customer's computer. Customer therefore agrees to back-up all existing computer files by copying them to another storage medium prior to such activities involving the Equipment. Customer expressly releases US Cable and each of their respective affiliates, subcontractors, employees and agents, from any liability whatsoever for any damage to or loss or destruction of any of Customer's software, files, data or peripherals. Customer acknowledges that the sole responsibility for carrying out the back-up described in this Section 45 resides with Customer and that US Cable bears no responsibility for insuring that Customer has performed such back-up.
46. **US Cable Performance and Reliability Rights.** Although US Cable will make commercially reasonable efforts to deliver a high quality residential Internet access service, unless otherwise specified by US Cable in writing, Customer is purchasing a residential data service with no performance or reliability warranty either expressed or implied. US Cable reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, but not limited to the following: rate limiting, traffic prioritization, and protocol filtering. Customer expressly acknowledges and accepts that such action on the part of US Cable may affect the performance of the service. US Cable reserves the right to enforce limits on specific features of the Service, including, but not limited to, e-mail, storage and webhosting maximums.
47. **Viruses.** US Cable may run a third party virus check software on Customer's computer prior to installing software on Customer's computer. US Cable does not represent, warrant or covenant that the virus check software will detect or correct any or all viruses. Moreover, if a virus is found, US Cable may treat the virus using the third party virus check software, and this may result in damage to Customer's software, files and data. Software or other content downloaded from the Service may contain viruses and it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer from damage to its software, files and data. Neither US Cable, nor any of its respective affiliates, subcontractors, employees or agents, shall have any liability whatsoever for any damage to or loss or destruction of any software, files or data resulting from any virus, lock, key, bomb, worm or other harmful feature. If virus is detected: (Customer to initial choice)
  - a) Virus shall be cleaned \_\_\_\_\_
  - b) Installation be terminated \_\_\_\_\_
48. **Installation/End User Software Licenses.**
  - a. If the installation of an Ethernet card is required, it will be necessary to open Customer's computer. System files on Customer's computer may be modified as part of the installation process. US Cable neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of Customer's computer. US Cable shall have no liability whatsoever for any damage resulting from the above or other file modifications. US Cable is not responsible for returning Customer's PC to its original configuration prior to installation.
  - b. US Cable or its agents will supply and install certain software, and if required an extra cable outlet, a cable modem and an Ethernet card for a fee determined by US Cable. US Cable shall use reasonable efforts to install the Service to full operational status, provided that Customer's computer fulfills the minimum computer requirements set out above in Section 34.
  - c. Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed by US Cable in connection with the Service. All end-user software licenses shall terminate upon termination of this Agreement.
  - d. Customer may transfer the software provided by US Cable to additional computers within the home, but service and support for these additional machines is limited and/or may incur an additional fee. However, Customer acknowledges that US Cable has no responsibility to provide service and support for in-home networks. If Customer intends to transfer the software, Customer must give US Cable prior notice of such transfer.
49. **Multiple Users.** Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Equipment and/or Service through Customer's computer. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is the result of use of the Service and/or Equipment by Customer or by any other user of Customer's computer.
50. **Enforcement of Policy and AUP.** Customer authorizes US Cable and its affiliates to cooperate with law enforcement authorities in the investigation or prosecution of criminal violations, and with system administrators at other Internet service providers or other network computing facilities to enforce this Agreement, the AUP and other applicable terms and conditions of the High Speed Internet Service. Such cooperation may include providing certain Customer identifying information to these parties.
51. **Tracking Devices and Viruses.** Customer acknowledges that accessing certain websites through the High Speed Internet Service may result in "cookies" and other tracking devices to be entered in Customer's computer equipment and stored on Customer's browser. It is Customer's responsibility to disable the entry of "cookies" or other tracking devices following procedures, if available, on Customer's browser. Customer further acknowledges that using the High Speed Internet Service may result in harmful viruses being downloaded and

stored on Customer's computer. It is Customer's responsibility to protect Customer's computer and data from harmful viruses by installing firewall and other anti-virus software on Customer's computer.

#### **TERMS OF SERVICE APPLICABLE ONLY TO THE PROVISION OF PHONE SERVICES.**

The Telephone Service ("Service") US Cable is making available is provided by Big River ("Telephone Provider"). Telephone Provider shall provide the services described in the Work Order to the User in accordance with the applicable tariffs and regulations for the initial monthly recurring charge as set forth in the Work Order as may be modified from time to time in accordance with the terms of the applicable tariffs and regulations. In addition, the User shall pay the non-recurring, conversion and installation fees prior to the institution of service.

In addition to all other relevant terms provided in this Agreement, a Customer who subscribes to the Phone Service understands and agrees to the following:

#### **52. Telephone Use Agreement:**

- a. Users shall use the Service for lawful purposes only. Users shall not transmit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
- b. Advertising, reselling, reuse or any solicitation with respect to products or services is strictly prohibited without express written approval from US Cable and a contract for payment of related fees.
- c. Customer gives Service Parties consent to use, distribute, sell, transfer, loan, or otherwise share with other persons or entities, user lists as well as aggregate information, but not contrary to any applicable laws.
- d. Service Parties reserve the right to refuse service to Users due to insufficient or invalid charging information.
- e. Service Parties may block calls that are made to certain numbers, cities or central office exchanges, in their sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of the Service.
- f. Neither of the Service Parties shall be liable for any damages, including usage charges, Users may incur as a result of the unauthorized use of Customer's telephone facilities.
- g. Without limiting any of the foregoing provisions of this Agreement, the following are Additional Operating Policies and Conditions of Use for Users:
  1. Use of the services provided in this Agreement must be in accordance with local and national law. Services will be terminated or not provided if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.
  2. Users may not interfere with others use of the Service.
  3. Users may not use the Service for non-standard residential or non residential purposes, including but not limited to commercial or broadcast facsimile, resale, telemarketing, internet or other data connections and autodialing. Either of the Service Parties may immediately suspend, restrict or cancel the Service if used in this manner. Customer may also be moved to a rated minute of use long distance plan and wherein the rates described in the Telephone Provider's corresponding tariff will apply to such use.
  4. Users may not use the Services in any manner that disrupts the Service Parties system for other Users, or which threatens to or actually causes damage to the Service Parties' system, or is considered to be abuse of the system. Depending upon the extent of the abuse, Customer may receive warnings, or in some cases, have their Account suspended. Service Parties reserve the right to monitor User's actions when deemed necessary to troubleshoot connectivity problems or determine if there is an abuse of the Telephone system.
  5. Service is sold to a single Customer for use in a single household. Any attempt to resell or distribute service without the express written permission of Service Parties will result in immediate termination of service and possible criminal prosecution.
- h. Violations of the Customer Conduct, Operating Policies and Conditions of Use are unethical and in some cases may be unlawful. Service Parties have no practical ability to restrict conduct of others which violates these policies and conditions and cannot ensure prompt removal of content or immediate cessation of violative conduct. Accordingly, Service Parties expressly deny any liability to Users or third parties for failure to enforce these policies and conditions.
- i. In its sole discretion, either Service Party may initiate an investigation and, in order to prevent further possible unauthorized activity, may suspend access to Service to the individual Account in question. Confirmation of violations may result in cancellation of the individual Account and/or criminal prosecution.

#### **53. 911 Acknowledgements**

- a. Customer could lose E911 service under the following conditions:
  1. If the Customer relocates the customer premises equipment ("CPE") installed by US Cable without first providing US Cable reasonable advance notice of relocation. This will have an adverse affect on Telephone Provider's ability to deliver E911 services.

2. Only numbers under the direct control of Telephone Provider and their partners are covered under this Agreement. Any non-native numbers obtained by any means are not the responsibility of Service Parties or their partners. Use of non-native phone number on the CPE device provided to Customer could cause E911 services to not work.
3. Should the broadband connection fail the E911 service may not work properly.
4. In the event of an electrical power outage E911 services could be impacted after the battery life on the CPE has been exhausted if CPE does in fact have battery back up.
5. If there is a delay in making the Customer's registered location in the ALI database.
6. If Customer's telephone service account or any other account with either Service Party is past due, the telephone service may be terminated upon notice to Customer. If either Service Party temporarily or permanently disconnects Customer's telephone service because Customer failed to pay Customer's bill, Telephone Provider will stop providing you with 911/E911 service.
7. E911 service may ring to the administrative line of the PSAP.

The Customer acknowledges that it understands that there are possible circumstances under which E911 Services may not be available.

Receipt of US Cable Residential Services Agreement

I acknowledge that I have received a copy of US Cable's Residential Services Agreement ("Services Agreement") which, among other things, includes important US Cable Contact information. By signing this receipt, I agree to be bound by the terms of the Services Agreement and to receive marketing contact regarding additional or future communications services that may be available.

THE FOREGOING AGREEMENT IS HEREBY AGREED TO:

\_\_\_\_\_

Customer

\_\_\_\_\_

Date

\_\_\_\_\_

US Cable Representative

\_\_\_\_\_

Date