

INFOSTRUCTURE, INC. D/B/A CLICK1.NET
TERMS AND CONDITIONS OF SERVICE

The following are the terms and conditions (the "Agreement") that govern the relationship between you ("you," "your," "I" or "Customer") and the subsidiary of Infostructure, Inc. d/b/a Click1.net that operates the cable system in your area ("Infostructure," "we," "us" or "our"). If you receive data or Internet services, you will be bound to the Broadband Internet Service Terms and Conditions of Service, including without limitation the Acceptable Use Policy, which shall supplement, and control over any contradictory terms in, this Agreement. Each video, data, internet or other service provided by Infostructure entity is a "Service," and, collectively, are the "Services." The Services are also subject to the Annual Notice provided by Infostructure each year, which contains, among other things, Infostructure's Privacy Policy.

Your signature on the work order and/or use of the Services constitutes your agreement to the terms and conditions set forth herein. We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future, and will provide you notice of any such changes. Your continued use of the Services after notice of the change shall constitute your acknowledgement and acceptance of the changes.

- 1. Subscription and Payment.** You are subscribing to Services as set forth on your work order, or as ordered by you over the telephone, or online. You agree to pay the monthly service fees and related charges for the Services. Infostructure may verify your credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria. If you pay in full by the due date on your bill (no late charges) for six (6) months, then you may receive your deposit back in your account.
- 2. Payment.** You agree to pay for all Services provided to you by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Monthly recurring charges are billed in advance and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by date specified on the billing statement for each period. If you intend to dispute a charge or request a billing credit, you must contact us within sixty (60) days of the date of the bill; otherwise, such dispute or credit is waived. You may not amend or modify this Agreement. Any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by Infostructure shall have no legal effect.
- 3. Late/Other Charges.** You understand that we may impose an administrative late fee for each month's charges not paid when due. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to twenty five dollars (\$25.00). If you have not paid amounts due within thirty (30) days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agreed to pay to us, in addition to other amounts due, all reasonable agency and attorneys' fees that we incur, including without limitation, court costs.
- 4. Additional Fees.** In addition to your 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. If you cancel, terminate, or downgrade the Service before the completion of any promotional term to which you

fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. If you cancel, terminate, or downgrade the Service before the completion of any promotional term to which you agreed (“Initial Term”), you agree to pay Infostructure an early cancellation fee of up to two hundred dollars (\$200.00) plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. Early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Infostructure.

5. **Ownership of Equipment.** “Equipment” includes all Equipment installed in or on your premises by us including, without limitation, digital cable boxes, digital video recorder (“DVR”) boxes, set-top boxes, cable modems, digital subscriber line (“DSL”) modems, wiring, remote controls, Personal Alarm Pendants, house mounted security enclosures, and any other Equipment owned by Infostructure or leased to you for the Services under this or another Agreement or order between Infostructure and Customer. The Equipment shall remain Infostructure’s sole and exclusive property.
6. **Tampering/Misuse/Lost/Stolen.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment. Infostructure reserves its rights to charge up to five hundred dollars (\$500) per unreturned Equipment at the termination of your Service.
7. **Termination of Service.** Upon termination of Service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Infostructure. If you fail to return any Equipment, you shall pay us the replacement cost of the Equipment. You understand and agree that all unreturned Equipment will be charged to your credit card or bank account consistent with your prior authorization as required by law.
8. **Changes in Services, Equipment and Charges.** We may change our Services, Equipment and charges, including deleting Services, with or without notice. You acknowledge that the content, programs, or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice. Parental control is available to block or restrict certain programming or channels. It is your sole responsibility to activate or otherwise enable this feature and to update settings if Infostructure or its suppliers rearrange, delete, add or change programming. Information on how to enable this feature is available from Infostructure upon request.
9. **Transfer of Account or Change of Residence.** You may not assign or transfer your obligations or rights related to the Equipment or Services, including to a new address, without our express written consent.
10. **Theft of Service.** The receipt of Services without our authorization is a crime. You understand that the law prohibits: (1) theft or unauthorized reception of cable programming; (2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for such unauthorized use); and (3) willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct.
11. **Service and Repairs.** We will make reasonable efforts to maintain our cable system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by misuse, insect infestation, spillage, or neglect is your sole responsibility and you must pay us for the cost of repair or replacement.

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12. **Access on Premises.** You grant us a permanent easement on your premises to construct, install, maintain, inspect and/or replace our outlets, cable television transmission lines and all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you are 18 years of age or older and have obtained the consent of the owner of the premises for us to make installation and maintenance contemplated by your order.
13. **Customer's Equipment.** We shall have no responsibility for the operation, maintenance or repair of any equipment owned by you, including but not limited to televisions, VCRs, audio receivers, converter boxes and other devices. You shall not connect more than one television and/or stereo receiver to an outlet without notifying us of the connection.
14. **Service Interruptions.** If you lose Service for twenty-four (24) consecutive hours or more, as your sole and exclusive remedy, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming.
15. **Termination by Customer.** You may terminate Service by providing us at least seven (7) days advanced notice. Account holders are liable for all Services rendered by us up to the time the account has been de-activated and we have received all Equipment.
16. **Compliance with Agreement.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.
17. **Notifications.** You acknowledge receipt of a Cable Privacy Notification as required by federal law.
18. **Customer Warranties.** I, the customer, represent and warrant that I am at least eighteen (18) years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize Infostructure to enter upon the premises for the purpose of: (a) placing transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing, maintaining, repairing or disconnecting Service. I further represent and warrant that: (x) residential Service and Equipment will be used only for personal, residential, non-commercial purposes and will not be duplicated except in compliance with applicable law; (y) I will not exhibit any programming (including PPV, VOD, or digital music) in a commercial establishment or for commercial purposes; and (z) I will not resell or permit another to resell Service in whole or in part.
19. **WARRANTY DISCLAIMER.** OUR EQUIPMENT AND SERVICES ARE PROVIDED 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, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY US, OUR OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES BY INFOSTRUCTURE, WRITTEN OR ORAL, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. WE DO NOT WARRANT THAT THE EQUIPMENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

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20. CUSTOMER INDEMNIFICATION. YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS INFOSTRUCTURE AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "INFOSTRUCTURE GROUP") AND SHALL REIMBURSE THE INFOSTRUCTURE GROUP FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF: (i) YOUR USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

21. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL THE INFOSTRUCTURE GROUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, OR YOUR USE OF OR INABILITY TO USE THE FOREGOING, INCLUDING LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF INFORMATION OR DATA, OR COST OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF THE INFOSTRUCTURE GROUP ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, AND YOUR USE OF OR INABILITY TO USE THE FOREGOING SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE LESSER OF: (A) THE FEES PAID BY CUSTOMER TO INFOSTRUCTURE IN RESPECT OF THE EQUIPMENT AND SERVICES GIVING RISE TO THE CLAIM(S); OR (B) THE TOTAL FEES PAID BY CUSTOMER TO INFOSTRUCTURE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

22. BINDING ARBITRATION

(a) **Purpose.** If you have a Dispute (as defined below) with Infostructure, you or Infostructure may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

(b) **Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and Infostructure regarding any aspect of your relationship with Infostructure, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability, or scope of

based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "Infostructure" means Infostructure and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

(C) **RIGHT TO OPT OUT.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY INFOSTRUCTURE IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY VISITING [webpage for opt-out], OR BY MAIL TO CLICK1.NET P.O. BOX 408, HUMBOLDT, TN 38343, ATTN: ARBITRATION. YOUR WRITTEN NOTIFICATION TO INFOSTRUCTURE MUST INCLUDE YOUR NAME, ADDRESS, AND INFOSTRUCTURE ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH INFOSTRUCTURE THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH INFOSTRUCTURE OR THE DELIVERY OF SERVICE(S) TO YOU BY INFOSTRUCTURE. IF YOU HAVE PREVIOUSLY NOTIFIED INFOSTRUCTURE OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU NEED NOT DO SO AGAIN.

(d) **Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or Infostructure elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA".

(e) **Arbitration Procedures.** Because the Service(s) provided to you by Infostructure concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. Applicable federal law or the law of the state where you receive the Service from Infostructure may apply to and govern the substance of any Disputes. No state statutes pertaining to arbitration shall be applicable under this Arbitration Provision. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Infostructure. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists

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(F) RESTRICTIONS:

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES) ABOUT WHICH YOU MUST CONTACT INFOSTRUCTURE WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.
2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS OR OTHER PERSONS.

(g) Location of Arbitration. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

(H) PAYMENT OF ARBITRATION FEES AND COSTS. INFOSTRUCTURE WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN INFOSTRUCTURE'S FAVOR, YOU SHALL REIMBURSE INFOSTRUCTURE FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE INFOSTRUCTURE FOR ANY OF THE FEES AND COSTS ADVANCED BY INFOSTRUCTURE. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, INFOSTRUCTURE WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

(i) Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Infostructure have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

(J) EXCLUSIONS FROM ARBITRATION. YOU AND INFOSTRUCTURE AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY INFOSTRUCTURE THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH

IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN INFOSTRUCTURE AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

- (k) **Continuation.** This Arbitration Provision shall survive the termination of your Service(s) with Infostructure for any reason.

23. Special Provisions Regarding Internet Services.

- (a) YOU UNDERSTAND AND AGREE THAT INFOSTRUCTURE DOES NOT GUARANTEE ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE INFOSTRUCTURE NETWORK OR THAT ANY SPEED OR THROUGHPUT OF YOUR CONNECTION TO THE INFOSTRUCTURE NETWORK WILL BE AVAILABLE TO YOU. You understand and agree that the speed of the Service provided at your site will vary depending upon a number of factors, including your computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Infostructure's control, and system failures, modifications, upgrades and repairs.
- (b) You understand that Infostructure may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Infostructure's Acceptable Use Policy. These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through techniques such as limiting the number of peer-to-peer sessions a customer can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other network management tools and practices as Infostructure may from time to time determine appropriate.
- (c) You further understand and agree that, to allocate bandwidth across all of its users, Infostructure may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

- 24. Monitoring.** Infostructure has no obligation to monitor content; however, you agree that Infostructure has the right to monitor content and your use of the Services, and to disclose any information as permitted or required by any law, regulation, or governmental request, or to protect us or our other customers.

**INFOSTRUCTURE, INC. D/B/A CLICK1.NET
BROADBAND INTERNET SERVICE
RESIDENTIAL TERMS AND CONDITIONS OF SERVICE**

Your use of Infostructure Broadband Internet Service ("Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of the Infostructure Broadband Internet Service Residential Subscription and Service Agreement.

Acceptance of terms and conditions and responsibility for the Service. You acknowledge that you are accepting these terms and conditions on behalf of all persons who use the Service on your account and that you shall have sole responsibility for ensuring that all other users

Acceptance of terms and conditions and responsibility for the Service. You acknowledge that you are accepting these terms and conditions on behalf of all persons who use the Service on your account and that you shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable Infostructure policies. You acknowledge that you shall be responsible for any transactions made through the Service.

Important information about the Service. We post information about the Service on our website at <http://www.click1.net/customer-care.html>. Our website contains links to the following documents concerning the Service:

PRIVACY POLICY
ACCEPTABLE USE POLICY
NET NEUTRALITY POLICY

NOTE: Infostructure reserves the right to modify the contents of the documents listed above as needed. You should review these documents periodically to ensure compliance.

The documents may be downloaded or printed from the website at <http://www.click1.net/customer-care.html>. Copies may also be requested by contacting Infostructure Customer Service at support@click1.net.

General description of the Service and components. The Service includes broadband Internet access service, wiring, a cable modem and, if required, a network interface card (NIC) for the personal computer connecting to the modem. The transfer speeds and other components provided with each specific product offering are described at <http://www.click1.net/broadband-internet.html>.

Payment terms. We invoice you monthly in advance for all charges for the Service. Failure to pay the full amount when due will result in termination of services. If Services are terminated, a re-connection charge will apply.

Access to premises. You must provide Infostructure employees with reasonable access to the premises to install, inspect, repair, maintain, or remove the Service and any Infostructure equipment.

Limitations on quality of service; credits for interruption of Service. The Service is provided on a shared network and subject to degraded performance and interrupted service at any time. Reasons for degraded performance and interrupted service include, without limitation, problems with your computer, problems within Infostructure's network such as network congestion, equipment failures or damage to Infostructure's network components, and problems outside of Infostructure's network such as, congestion, equipment failures or damage to network components. Infostructure will use commercially reasonable efforts to maintain and repair its network and equipment to provide the Service. Infostructure disclaims any responsibility for quality of service problems cause by your computer or any problems beyond Infostructure's network. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, caused by any circumstances beyond our control. In all other cases of an interruption of the Service, you shall be entitled upon a request made within sixty (60) days of the interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us. The credit shall be your sole and exclusive remedy for an interruption of service.

Limited liability for damage to property. Infostructure is not responsible in any way for any damage to your property, personal computer or peripherals, or to any software, files or data, or the voiding of warranties, that may result from the installation, use, maintenance, or removal of the Service, except for instances of Infostructure's gross negligence. In no event shall Infostructure's liability exceed \$1,000.

Restrictions on users of the Service. You agree that the Service and Infostructure equipment shall be used only by you and the members of your immediate household living with you at the

Restrictions on users of the Service. You agree that the Service and Infostructure equipment shall be used only by you and the members of your immediate household living with you at the same address and only for personal, residential, non-commercial purposes. You shall not use Infostructure equipment at any other address. You shall not resell or permit another to resell the Services.

Restrictions on devices. You must not connect any device to the Service that: (i) harms Infostructure's network; (ii) is not compatible with Infostructure's network; (iii) enables you or others to access the Service permits access to or use of the Service in violation of these terms and conditions or the Infostructure Broadband Internet Service Acceptable Use Policy.

Termination of Service; return of cable modem. Upon termination of the Service, the Infostructure cable modem must be returned to Infostructure's Customer Service Center. You may notify Infostructure, and we will pick up the cable modem. Or, you may drop off the cable modem at Infostructure's Customer Service Center. Any network interface card installed by Infostructure becomes your property. We will not remove the network interface card from the personal computer unless requested to do so, for which a reasonable removal charge will be assessed. Infostructure reserves its rights to charge up to \$500 per unreturned Equipment at the termination of your Service.

Ownership of wiring. The cable and other non-electrical equipment installed on the premises between the pole, pedestal, and ground block remain the property of Infostructure, including any house mounted security enclosures. Infostructure reserves the right to place terminators and other reasonable and necessary devices and components on the wiring inside your home to maintain system security and signal integrity.

Customer responsibility for access to Internet content, applications and services; Infostructure disclaimer. You acknowledge that the Service provides full access to the Internet and all content, applications and services available over the Internet. Some content, applications or services may be offensive or inappropriate for certain people. Such content may include information, images, or programs that are unlawful, infringing, abusive, profane or sexually offensive. You assume all risk, responsibility and liability for use of the Service to connect to, and access content on, the Internet. Infostructure and its officers, employees, and agents disclaim any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such content or from use or reliance upon information, services or merchandise accessed on the Internet through the Service.

Customer responsibility for software, content, applications and services downloaded from the Internet; Infostructure disclaimer. You assume all responsibility and liability for any software, content, applications or services you download from the Internet, including any virus or other damaging or destructive attribute. Infostructure has no responsibility and disclaims any liability for such acts or occurrences. Infostructure does not endorse or warranty any third party software, applications, services or content that you access through the Service.

Customer responsibility for security; Infostructure disclaimer. You assume all responsibility and liability for the security of information on your personal computer and information you transmit or receive through the Service. Infostructure has no responsibility and disclaims any liability for the security of any information on your personal computer, or the security or accuracy of any information or data transmitted or received through the Service. Infostructure has no responsibility and disclaims any liability for unauthorized access by third persons to your personal computer, files, or data.

**INFOSTRUCTURE, INC. D/B/A CLICK1.NET
BROADBAND INTERNET SERVICE
RESIDENTIAL SUBSCRIPTION AND SERVICE AGREEMENT**

By signing below, I agree to the following:

1. **Subscription and Payment.** I am subscribing to Infostructure, Inc. d/b/a Click1.net Broadband Internet Service (Service). I agree to pay the monthly service fees and related charges for the Service.
2. **Terms and Conditions, Acceptable Use Policy.** I agree to the Residential Terms and Conditions of Service and the Acceptable Use Policy applicable to the Service as posted at <http://www.click1.net/customer-care.html>. I agree that my use of the Service remains subject to my compliance with the Residential Terms and Conditions of Service and Acceptable Use Policy.
3. **Payment Terms; Late Payments.** Charges are billed monthly in advance, must be paid in full each month, and are subject to change on reasonable notice. Late payments will be subject to interest and late payment charges. Failure to pay all charges in full when due may result in suspension or termination of service. I agree to pay a reconnection fee for reconnection of service. If I disagree with the amount of any invoice, I must notify Infostructure within forty-five (45) days of the receipt of the invoice, or I waive any claim related to the invoice.
4. **Termination of Service.** You may terminate Service by providing us at least seven (7) days advanced notice. Infostructure may terminate Service at any time for any reason by providing thirty (30) days advance notice. Infostructure may terminate Service immediately for violation of this agreement, the Terms and Conditions of Service, or Acceptable Use Policy. Upon termination of Service, I must: (i) return the Infostructure cable modem to Infostructure with five (5) days; or (ii) notify Infostructure to pick up the cable modem. If I fail to return the cable modem for any reason (including theft or destruction), I must pay Infostructure liquidated damages of up to \$150.00 for each cable modem not returned. Upon termination of this Service, Infostructure is authorized to delete all files, programs, data, e-mail messages, and other materials associated with the account.
5. **Customer warranties.** I represent and warrant that I am at least eighteen (18) years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize Infostructure to enter upon the property where the personal computer is located for the purpose of: (a) placing Infostructure transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing a cable modem, network interface card, and software in the designated personal computer.

utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing a cable modem, network interface card, and software in the designated personal computer.

INFOSTRUCTURE, INC. D/B/A CLICK1.NET
CABLE SERVICE
TERMS AND CONDITIONS OF SERVICE

By accepting cable television services (“Services”) provided by Infostructure Inc. d/b/a Click1.net (“Infostructure”, “we” or “us”), you agree to the following terms and conditions of service:

- 1. Subscription and Payment.** You are subscribing to Services as set forth on your work order, or as ordered by you over the telephone, or online. You agree to pay the monthly service fees and related charges for the Services.
- 2. Payment.** You agree to pay for all Services provided to you by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes and surcharges. You agree to pay installation charges at the time that service is commenced. Monthly recurring charges are billed in advance and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by date specified on the billing statement for each period.
- 25. Late/Other Charges.** You understand that we may impose an administrative late fee for each month’s charges not paid when due. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to twenty five dollars (\$25.00). If you have not paid amounts due within thirty (30) days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agreed to pay to us, in addition to other amounts due, all reasonable agency and attorneys’ fees that we incur, including without limitation, court costs.
- 3. Additional Fees.** In addition to your 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. If you cancel, terminate, or downgrade the Service before the completion of any promotional term to which you agreed (“Initial Term”), you agree to pay Infostructure an early cancellation fee of up to two hundred dollars (\$200.00) plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. Early cancellation fees or any other fees may automatically be charged to your account and your credit or debit care provided to Infostructure.
- 4. Ownership of Equipment.** “Equipment” includes all Equipment installed in or on your premises by us including, without limitation, set-top boxes, wiring, and remote control. The Equipment shall remain our sole and exclusive property.
- 5. Tampering/Misuse/Lost/Stolen.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment.

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6. **Termination of Service.** Upon termination of service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to us. If you fail to return any Equipment, you shall pay us the replacement cost of the Equipment. You understand and agree that all unreturned Equipment will be charged to your credit card or bank account consistent with your prior authorization as required by law. Infostructure reserves its rights to charge up to \$500 per unreturned Equipment at the termination of your Service.
7. **Changes in Service and Charges.** We may change our Services and charges, including deleting Services. We will give you reasonable prior notice of increases or other changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs, or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice.
8. **Transfer of Account or Change of Residence.** You may not assign or transfer your obligations or rights related to Services, including to a new address, without our express written consent.
9. **Theft of Service.** The receipt of Services without our authorization is a crime. You understand that the law prohibits: 1) theft or unauthorized reception of cable programming; 2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for such unauthorized use); and 3) willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct.
10. **Service and Repairs.** We will make reasonable efforts to maintain our cable system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you must pay us for the cost of repair or replacement.
11. **Access on Premises.** You grant us a permanent easement on your premises to construct, install, maintain, inspect and/or replace our outlets, cable television transmission lines and all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have obtained the consent of the owner of the premises for us to make installation and maintenance contemplated by this Work Order.
12. **Customer's Equipment.** We shall have no responsibility for the operation, maintenance or repair of any equipment owned by you, including but not limited to televisions, VCR's, audio receiver, converter box and other devices. You shall not connect more than one television and/or stereo receiver to an outlet without notifying us of the connection.
13. **Service Interruptions.** If you lose Service for twenty-four (24) consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming.
14. **Termination by Customer.** You may terminate Service by providing us at least seven (7) days advanced notice. Account holders are liable for all Services rendered by us up to the time the account has been de-activated and we have received all Equipment.
15. **Compliance with Agreement.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the

15. **Compliance with Agreement.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.
16. **Amendment.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.
17. **Notifications.** You acknowledge receipt of a Cable Privacy Notification as required by federal law.
18. **Customer warranties.** I represent and warrant that I am at least 18 years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize Infostructure to enter upon the premises for the purpose of (a) placing transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing, maintaining, repair, disconnecting Service.
26. **CUSTOMER INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS INFOSTRUCTURE AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS 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 OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.
27. **Entire Agreement.** This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Infostructure and you for the subject matter hereof. Only Infostructure may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.