



Stowe Cable Systems
Stowe Communications

STOWE CABLE SYSTEMS SERVICES AGREEMENT

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

You ("Customer") understand and agree that Sections 1 through 28 of this Service Agreement ("Agreement") apply to Stowe Cable Systems ("Cable") provision of each and every communication service ("Service(s)") ordered by Customer, which may include cable television service provided by Cable and Cable equipment ("Equipment").

1. **Agreement.** Customer agrees to be bound by the terms of this Agreement by: (1) executing a copy of the Work Order presented to Customer at the time of installation ("Work Order"), (2) ordering a Service, or (3) using one or more Services at Customer's location. 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 Cable of Customer's intent to terminate Service and return all Equipment.
2.
 - A. **Residential Use.** The Services provided are solely for Customer's personal, residential use and Customer shall not use Services for any commercial purpose. Cable shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.
 - B. **Commercial and/or Business Cable** will be dictated by individually negotiated contracts with Stowe Cable Systems.
3. **Access to Customer Premises.** Customer grants 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 to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage, or install or deliver Cable provided software ("software"). Customer shall cooperate in providing such access upon request of Cable. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize 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. 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 a late payment charge of 1.5%
5. **Additional fees.** In addition to Customer's monthly recurring charges and any late fees, additional fees may be imposed, including fees for returned checks, 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.

- 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 Cable all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (1) all non-recurring charges reasonably expended by Cable to establish service to Customer, (2) any disconnection, early cancellation or termination charges reasonably incurred and paid by Cable to third parties on behalf of Customer, and (3) 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 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 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 Cable in writing of billing errors, disputes or requests for credit within forty five (45) 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 Cable receives sufficient documentation to enable Cable to investigate the dispute. The date of the resolution is the date 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:

 - A.** 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;
 - B.** Interruptions of a Service due to the negligence of any person other than Cable including, but not limited to, the other common carriers connected to the Cable’s facilities;
 - C.** Interruptions of a Service due to the failure or malfunction of Customer owned equipment or third party equipment;
 - D.** Interruptions of a Service during any period in which Cable is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,
 - E.** Interruptions of a Service during a period in which Customer continues to use the Service on an impaired basis;

- F. Interruptions during any period when the interruption is due to implementation of a Customer order for a change in a Service arrangements;
- G. Interruptions of a Service due to circumstances or causes beyond the control of Cable.
 - a. **Limitation of Refund.** Unless otherwise provided by applicable law, in the event any amounts owed by 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 Cable.

10. Equipment and Software. Any network facilities, Software, cabling or Equipment installed or provided by Cable will remain the property of 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 Cable) will not permit anyone other than a 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 Equipment. The Equipment must be returned to Cable in the same condition as when received, ordinary wear and tear excepted. If customer fails to return the Equipment, Customer will pay Cable the value the equipment and any expenses Cable incurs in retrieving the Equipment. Failure of Cable to remove the Equipment does not mean that Cable has abandoned the Equipment. Cable may continue to charge Customer a monthly Service fee until any remaining Equipment is returned, collected by Cable or fully paid for by Customer. Customer acknowledges that costs of replacement are subject to change and other charges relating to the possession and use of 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. **Operations of Equipment.** The Customer agrees to operate any Equipment in accordance with instruction of Cable or 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, 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 Cable and any related written

materials. Cable will have the right to upgrade, modify and enhance the Equipment and Software from time to time through “uploads”.

- G. **Repair.** Cable will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. 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 electronic, 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 Cable privacy policy (“Privacy Policy”) governing the collection, use and disclosure of Customer personally identifiable information as well as Customer Proprietary Network Information. 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 21 of this Agreement.
- 14. Termination.** 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 Cable’s use requirements of this Agreement or for any other reason or no reason. If Cable terminates Service due to a violation of this Agreement or Cable’s policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and 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 all the Equipment through the later of: (1) the effective date of termination of the Service, (2) if applicable, the expiration of any promotional term, or (3) the date when the associated Equipment or Software has been returned to Cable.
- 16. No Waiver.** The failure of Cable to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of 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 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 SERVICE 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 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 MISTAKE, 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 INTELLECTUALPROPERTY 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 OF CUSTOMER EQUIPMENT.

THE SERVICE PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA 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 WILLFULL 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 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 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 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. **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.
21. **Notice.** Cable may deliver any required or desired notice to Customer by posting the notice on Cable's web site, or by sending notice first class U.S. postal mail to Customer's billing address. Customer agrees that any one of the foregoing will constitute sufficient notice. Because 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 and all postings on the Cable web site (www.stowecable.com) and Customer bears the risk of failing to do so. Notices from Customer to Cable shall be sent to Cable's address indicated on the Work Order.
22. **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 Cable rights and the rights of others).
23. **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 government including state and local governments having or claiming jurisdiction over 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.
24. **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.
25. **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. 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 Cable to third parties.

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

26. **Use of Services.** The programs, content and other service provided through Cable's 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 Service is not duplicated, redistributed or accessed in violation of any applicable law.
27. **Programming Content.** Customer understands and agrees that by using the 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 Service to block certain programming and/or filter certain content. Cable makes no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will Cable be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Service.
28. **Security.** Cable has no obligation to track the Services provided to Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, 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 Services and/or to protect Cable, its cable television system, Services, Equipment and/or Customers.
29. **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.
30. **Outages.** Subject to applicable law, a credit may be given for qualifying outages. If there is a known Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), 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 Cable's discretion, in lieu of the credit, provide alternative programming during any program interruption. Cable will not be liable for any incidental or consequential damages or losses from any interruption in programming or Service.