



**Stowe Communications**  
**High-Speed Internet Business & Residential**  
**Service Subscriber Agreement**

The cable service operating subsidiary or affiliate of Stowe Communications, serving your municipality ("Communications") will provide High-Speed internet Service (the "Service") to customer ("Customer") on the terms and conditions set forth below. Stowe Communications may use third party providers for certain aspects of the Service (the "Underlying Providers"). By using the Service, you agree to be bound by the terms and conditions of this Agreement.

**1. EQUIPMENT**

- A. **Communications Equipment:** Customer may purchase a cable modem from Communications directly. In some locations, customers may have the option of purchasing a DOCSIS-compliant standard modem either from Communications or from a third party. Any cable modem from Access, as well as any wiring installed by Communications (including passive and active devices) up to the point twelve inches from where the wiring enters Customer's Premises, shall remain the property of Communications or its designee ("Communications Equipment"). Communications may, at its option, provide Customer with new or reconditioned Communications Equipment. Customer may not sell, transfer, lease, encumber or assign all or any part of the Communications Equipment.
- B. **Maintenance of Communications Equipment:** Communications shall during the time of this Agreement repair and maintain all Communications Equipment. Customer agrees that Communications Equipment shall not be serviced by anyone other than Communications employees or agents and that Customer shall not relocate, tamper with or modify any Communications Equipment or the Service installation.
- C. **Access to Customer's Premises:** Customer grants to Company the right, at reasonable times and upon reasonable notice, to enter upon the Premises for purposes of connecting, disconnecting, inspecting, repairing, replacing in whole or in part, updating and/or removing any Communications Equipment and the Service. Communications shall have the option of removing any or all of the Communications Equipment during or after its relationship with the Customer, but Communications shall not have the obligation to do so. Customer warrants that (s)he is the owner or tenant of the Service address and that (s)he is authorized to grant access to the Premises. Subscriber agrees to indemnify and hold Communications harmless from any claim resulting from a breach of this warranty.
- D. **Customer Equipment and Software:**
  - 1. Customer understands and agrees that use of the Service requires certain equipment provided by the Customer such as a personal computer and an appropriate operating system ("Customer Equipment"). Customer represents that (s)he owns the Customer Equipment or otherwise has the right to use it in connection with the Service. Customer agrees to connect only Communications (or its Underlying Providers') approved equipment to the Service.

2. Customer shall have sole responsibility for protecting all Customer Equipment and software from loss or damage including, but not limited to, power surges, lightning, fire, flood and acts of God.
3. The installation, use, inspection, maintenance, repair and removal of the Communications Equipment may result in Service outages or potential damage to Customer Equipment. If Customer does not back-up all existing computer files by copying them to another storage medium prior to such activities, Customer understands and accepts the associated risks of such a decision.
4. NEITHER COMMUNICATIONS NOR ITS UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES OR DATA.
5. If the Customer purchases its own cable modem, the cable modem must meet the DOCSIS compatibility requirements established by CableLabs; Communications and the Underlying Providers from time to time. Communications reserves the right to provide service only to the extent that Customer utilizes a cable modem compatible with the Service. Further, Customer acknowledges that the use of the Service may periodically require updates and/or changes to the software resident in the Communications cable modem or in the customer-supplied cable modem, as the case may be. Such updates and changes may be performed remotely or on-site by Communications and/or its Underlying Providers at their sole option. Customer hereby consents to such updates which will be performed as deemed necessary by Communications and/or its Underlying Providers with or without notice to Customer.

## 2. INSTALLATION AND USE

- A. Installation Process: If Customer purchases a DOCSIS-compliant modem and associated equipment from Communications or a third party, Communications provide installation.
- B. File Modification: If the installation of an Ethernet card is required, it will be necessary to open Customer's computer. As part of the installation process for the software, system files on Customer's computer may be modified. Neither Communications nor its Underlying Providers represents, warrants, or covenants that such modifications will not disrupt the normal operations of Customer's computer. For these and other reasons, Communications recommends that Customer back-up all files prior to installation of the Service. If Customer does not back-up all existing computer files, Customer understands and accepts the associated risks of such a decision such as loss of files, software or data. EXCEPT AS SET FORTH IN SECTION NEITHER COMMUNICATIONS NOR ITS UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE RESULTING FROM FILE MODIFICATIONS.
- C. Viruses: Access may run a third party virus check software on Customer's computer prior to installing software on Customer's computer. Communications does not represent, warrant or covenant that the virus check software will detect or correct any or all viruses. In addition, software or other content downloaded from the Service can contain viruses or other harmful features and it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer, software, files and data from damage as a result of any such virus or other harmful feature. If a virus or other harmful feature is detected and not eradicated to Communications satisfaction by Customer, then Communications may immediately terminate the Service. NEITHER

COMMUNICATIONS NOR ITS UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE.

- D. End User Licenses: 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 in connection with the Service. All end user licenses supplied by Communications or its Underlying Providers will terminate at such time as the Service is terminated by Customer or Communications.

### 3. LIMITED WARRANTY

EXCEPT AS OTHERWISE SET FORTH IN ANY USER LICENSE AGREEMENT REFERENCED IN SECTION 2 ABOVE, COMMUNICATIONS EQUIPMENT AND THE SERVICE ARE PROVIDED BY COMMUNICATIONS AND ITS UNDERLYING PROVIDERS "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COMMUNICATIONS NOR ITS UNDERLYING PROVIDERS WARRANTS UNINTERRUPTED OR ERROR FREE USE OR OPERATION OF THE COMMUNICATIONS EQUIPMENT, CUSTOMER EQUIPMENT OR THE SERVICE. CUSTOMER'S SOLE REMEDY FOR

CLAIMS ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE SHALL BE LIMITED TO A CREDIT

OF MONTHLY SERVICE CHARGES TO BE APPLIED AGAINST FUTURE MONTHLY SERVICES HEREUNDER UPON TIMELY CUSTOMER REQUEST AND COMMUNICATIONS VERIFICATION. NEITHER COMMUNICATIONS NOR ITS UNDERLYING PROVIDERS WARRANTS THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM, AT ANY MINIMUM SPEED OR WITHIN A REASONABLE PERIOD OF TIME. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSOR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED.

### 4. PAYMENT TERMS

- A. Agreement to Pay: Customer agrees to pay all applicable charges, fees and taxes ("Service Fees"). The timing of the assessment of Service Fees will be determined in the sole discretion of Communications.
- B. Late Payments, Failure to Pay: if any payment is not timely received, an administrative charge may be assessed and the Service may be disconnected. If the Service is disconnected Customer may be required to pay a reconnect fee in addition to all past due charges before the Service is reconnected. The administrative charge is intended to be a reasonable advance estimate of the costs resulting from Customer's late payments and nonpayments as it would be difficult to determine the costs associated with any particular late payment or nonpayment. Payments are expected to be paid in full when due. Communications does not extend credit to Customers and the administrative charge is not intended as interest, a credit service charge or a finance charge. No acceptance of partial payment shall constitute a waiver of Communications' right to collect the full balance owing.

- C. **Additional Charges:** The Service will allow Customer to access the Internet, online services and other commercial sites. Customer acknowledges that (s)he may incur charges for goods or services purchased online in addition to those billed by Communications and agrees that all such charges, including all applicable taxes are Customer's sole responsibility.
- D. **Credit Inquiries:** Customer authorizes Communications to make inquiries and to receive information about Customer's credit experience from others, to enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for reasonable business purposes.
- E. **Billing errors:** Unless otherwise provided by applicable law, Customer must notify Communications of any billing errors or other requests for credit within sixty (60) days of receipt of the disputed bill, and any claims not made within said sixty (60) days, shall be deemed waived.

## 5. **COLLECTION, USE AND DISCLOSURE OF INFORMATION ON SUBSCRIBER USE**

- A. **Collection of information:** Communications collects, uses, and releases information on Customer use of the Service as necessary to render the Service, to otherwise undertake legitimate business activities related to the Service and to comply with law. Communications may collect information in accordance with applicable law concerning Customer's use of the Service and customer preferences which are reflected in the choices that a customer makes among the range of services offered as part of the Service, the time that the customer actually uses the Service, the menus and features used most often by the Customer, and other information about a customer's "electronic browsing".
- B. **Use of information:** collecting information contained in transmissions made by Customer through the Service directed at Communications, its Underlying Providers, Internet web sites, or other service providers to which access is provided as part of the Service, is necessary to provide the Service. Communications detailed business records generally are used to help make sure customers are properly billed; to send customers pertinent information about the Service; and for accounting purposes. Customer information is also used to execute requests and orders placed by customers with advertisers, merchants, and other service providers; to understand customers' reactions to various features of the Service or the Internet; and to personalize the Service based on the interests of customers. Such provided to law enforcement agencies in the event of such unauthorized access.
- C. **Confidentiality of Information:** Communications considers the personally identifiable Customer information that is collected to be confidential. Communications will disclose to third parties personally identifiable information that Communications maintains related to customers only when it is necessary to deliver the Service to customers or carry out related business activities, in the ordinary course of business, for ordinary business purposes, and at a frequency dictated by Communications particular business need, or pursuant to a court order or order of any regulatory body having jurisdiction over matters which are the subject of this Agreement. Additional information regarding disclosure of personally identifiable information is described in the Privacy Statement which can be accessed through the Stowe Cable Systems web page.

## 6. **PROHIBITED USES OF THE SERVICE**

- A. Customer shall not use the Communications Equipment or the Service, directly or indirectly, for any unlawful purpose. Use of the Communications Equipment or Service for transmission or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. This includes, but is not limited to, posting or disseminating content which is obscene, unlawful, defamatory, or which infringes the intellectual property of any person.
- B. In addition, Customer agree not to:
1. Post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, federal or international law order or regulation;
  2. Communications any other person's computer, software, or data of any other person, without the knowledge and consent of such person;
  3. Upload, post, publish, transmit, reproduce, create derivative works from, or distribute in any way, information, software or other material through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner;
  4. Copy, distribute or sublicense any software provided by Communications or its Underlying Providers, except that Customer may make one copy of each software program for back-up purposes only;
  5. Service, alter modify or tamper with the Communications Equipment or Service or permit any other person to do the same that is not authorized by Communications or its Underlying Providers;
  6. Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy Communications equipment or services, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature, or generating levels of traffic sufficient to impede other' ability to send or retrieve information;
  7. Knowingly disrupt the Service;
  8.
    - A. RESELL THE SERVICE OR OTHERWISE CHARGE OTHERS TO USE THE SERVICE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OR ON A BUNDLED OR UNBUNDLED BASIS. UNLESS YOU ARE SUBJECT TO A SERVICE PLAN THAT EXPRESSLY PERMITS OTHERWISE, THE SERVICE IS TO BE USED SOLELY IN A PRIVATE RESIDENCE; LIVING QUARTERS IN A HOTEL, HOSPITAL, DORM, SORORITY OR FRATERNITY HOUSE, OR BOARDING HOUSE; OR THE RESIDENTIAL PORTION OF A PREMISES WHICH IS USED FOR BOTH BUSINESS AND RESIDENTIAL PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICE IS

FOR PERSONAL AND NON-COMMERCIAL USE ONLY AND CUSTOMER AGREES NOT TO USE THE SERVICE

FOR OPERATION AS AN INTERNET SERVICE PROVIDER, A SERVER SITE FOR FTP, TELNET, RLOGIN, E-MAIL

HOSTING, "WEB HOSTING" OR OTHER SIMILAR APPLICATIONS, FOR ANY BUSINESS ENTERPRISE, OR AS AN END-POINT ON A NON-ACCESS LOCAL AREA NETWORK OR WIDE AREA NETWORK; or

- B. Commercial and/or Business Access will be dictated by individually negotiated contracts with Stowe Communications.

9. Connect the Communications Equipment to any computer outside of the Customer's Premises.

- C. Communications reserves the right to immediately terminate this Agreement and the Service if Customer engages in any of the activities listed above or if Customer uses the Communications Equipment or Services in a way which is contrary to any other Communications or its Underlying Providers' policy. Copies of such policies are available as described in Section 6(d) and at such other websites as may be specified by Communications or its Underlying Providers from time to time. The provisions of this Section 6 shall not in any way limit Communications' rights of termination pursuant to Section 7 (a) of this Agreement. Customer agrees to indemnify and hold harmless Communications against all claims and expenses (including reasonable attorney fees resulting from Customer engaging in any of the activities described in Sections 6(a) and (b) and such indemnification obligation shall survive the termination of this Agreement.

- D. The Communications Acceptable Use Policy (the "Acceptable Use Policy") can be found at [www.stowecomm.com](http://www.stowecomm.com). The Acceptable Use Policy, which is incorporated herein by reference, applies to the Service and may, in fact, limit the use of the Service. Customer expressly understands and agrees that the Acceptable Use Policy may be updated from time to time by Communications with or without notice to the Customer, and any such revised version of the revised Acceptable Use Policy shall be posted to the foregoing websites. The Customer should consult the Acceptable Use Policy regularly to ensure that Customer's activities conform to the most recent version of that policy. Communications may terminate Customer's Service immediately for violation of such policies.

## 7. TERMINATION

This Agreement and Service provided hereunder may be terminated:

A. By Communications:

- 1. At any time without prior notice if the Customer fails to comply in full with any term of this Agreement;  
or
- 2. For any other reason upon thirty (30) days notice to Customer.

- B. By Customer at any time upon notice to Communications.
- C. Customer Obligations Upon Termination: customer agrees that upon termination of this Agreement:
1. Customer will return all Communications Equipment to Access.
  2. Customer will return or destroy (at Communications' direction) all copies of any software provided to Customer pursuant to this Agreement.
  3. Customer shall pay to Access the full manufacturer's suggested retail price for the replacement of any Communications Equipment or any software which is not returned, is only partially returned, or is returned damaged (ordinary wear and tear excluded) at the end of this Agreement, together with any incidental costs incurred by Communications relating to its replacement. Customer authorizes Communications to charge Customer's account with Communications (if applicable) for any such charges and to otherwise collect such amounts from Customer.
  4. Customer shall pay Communications in full for Customer's use of any Communications Equipment and Service up to the latter of (1) the end of the monthly billing period in which Service was terminated or  
(2) the date on which all Communications Equipment has been disconnected and returned to Communications. In cases in which Customer elected an annual prepayment arrangement, Customer agrees that Communications, at Communications option, may calculate any refund based upon either the discounted annual prepayment rate or the normal rate for the Service.
  5. If Customer does not return all Communications Equipment to Communications and/or Customer's account has a balance due, Communications may refer Customer's account to a collection agency to pursue collection of such equipment and/or balance. Fees incurred by Communications as a result of  
Communications and its agent's efforts to collect past due amounts from Customer may be assessed by Communications upon Customer, in addition to any other fees due under this Agreement.
- D. Retention of Rights: Nothing contained in this Agreement shall be construed to limit Communications rights and remedies available at law or in equity. Communications reserves the right to delete all data, filed, electronic messages, or other information that is stored on Access or its Underlying Provider's servers or systems when Customer's account with Communications is terminated for any reason.
- E. Multiple Users: Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Communications Equipment and/or Service through customer's computer. Customer shall have the sole responsibility for ensuring that all such other users understand and comply with the terms and condition 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 on this Agreement, whether such breach is the result of use of the service and/or Communications Equipment by Customer or by any other user of Customer's computer. Customer agrees to indemnify and hold harmless Communications and its Underlying Providers against all claims and expenses

(including reasonable attorney fees) arising out of use of the Service and/or Equipment by Customer or any other user of Customer's computer.

## 8. CONTENT

- A. Responsibility for content: Customer should be aware that 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 laws. Neither Communications nor its Underlying Providers assumes any responsibility for the content contained on the Internet or made available by other. Neither Communications nor its Underlying Providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Customer. Questions or complaints concerning content should be addressed to the content provider.
- B. Posting of Content: Communications assumes no obligation to monitor transmissions made on the Service. However, Customer acknowledges and agrees that Communications and its Underlying Providers shall have the right to monitor such transmissions from time to time and to disclose the same in accordance with applicable laws, regulations or governmental requests and to operate the Service properly. Communications and its Underlying Providers reserve the right to refuse to post or to remove any information or materials, in whole or in part, that in their sole discretion are unacceptable, undesirable or in violation of this Agreement.

## 9. SERVICE CHARACTERISTICS

- A. Eavesdropping: The risk of "eavesdropping" exists on the Internet as well as other services to which access is provided as part of the Service. This means that other persons may be able to access and/or monitor Customer's computer, transmissions and receptions. Because of this, any sensitive or confidential information sent by Customer is sent at Customer's sole risk, and neither Communications nor its Underlying Providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by Customer.
- B. FTP/HTTP: Customer should be aware that when using the Service to access the Internet or any other online network or service, there are certain transfer protocols, such as FTP (File Transfer Protocol) and HTTP (Hyper Text Transfer Protocol), which may allow other Service users and Internet users to gain access to Customer's computer. If customer chooses to run such transfer protocols, Customer should take appropriate security measures. Neither Communications nor its Underlying Providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such transfer protocols by Customer, including without limitation, damages resulting from others accessing Customer's computer.
- C. File and Print Sharing: The Service functions as a Local Area Network (LAN) in that each Customer is a node on the network. As such, users outside the Customer's home or business may be able to access the Customer's computer. Additionally, some software may permit other users across a network such as the Service and the Internet to gain access to Customer's computer and to the software, files and data stored on the computer. For example, operating systems such as Windows 95 and Apple Macintosh include file sharing and print sharing capabilities which, when enabled, will permit other users to gain access to the Customer's computer even if the Customer is not using the Service. Unless you are subject to a Service plan



that expressly provides otherwise, Communications therefore recommends that the Customer connect only a single computer to the Service and that the Customer disable file and print sharing and other capabilities that allow users to gain access to the Customer's computer. Any customer who chooses to participate in the Service using other than a single computer or who chooses to enable capabilities such as file sharing, print sharing, or other capabilities that allow users to gain access to the Customer's computer, acknowledges and agrees that the Customer does so at the Customer's own risk, and that neither Communications nor its Underlying Providers shall have any liability whatsoever for any claims, losses, action, damages, suits or proceeding arising out of or otherwise relating to such use by the Customer.

- D. High Risk Activities: The Service is not fail-safe and is not designed or intended for use in situations requiring failsafe performance or in which an error or interruption in the Service could lead to severe injury to business, persons, property or environment ("High Risk Activities"). Such High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Subscriber expressly assumes the risks of any damages resulting from High Risk Activities.
- E. Facilities Allocation: Communications reserves the right to determine, in its discretion and on an ongoing basis, the nature and extent of its facilities allocated to support the Service, including, but not limited to, the amount of bandwidth to be utilized in conjunction with the Service.

## 10. LIMITATION OF LIABILITY

- A. Unless otherwise prohibited by law, neither Communications nor its Underlying Providers will have any liability to Customer or any third party for:
  - 1. Any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of or otherwise arising in connection with, installation, modification or removal of Communications Equipment, the Customer Equipment, the use of the Service by Customer or any other user of the Communications Equipment or other Service-related equipment, including, without limitation, any damage resulting from or arising out of Customer's reliance on or use of the Communications Equipment, the Customer Equipment (and any installation instructions) or the Service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of performance of the Communications Equipment or Service; and
  - 2. Any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of , or otherwise arising in connection with any allegation, claim, suit or other proceeding based upon a contention that the installation or use of the Communications Equipment, Customer Equipment or Service by Customer or a third party infringes the copyright, patent, trademark, trade secret, confidentiality ,privacy, or other intellectual property rights or contractual rights of any third party, or passed upon a contention that opening Customer Equipment is order to install any Ethernet card required to use the Service invalidates any warranty governing the Customer Equipment.

- B. The limitations set forth in this Section 10 apply to the acts, omissions, and negligence of Communications and its Underlying Providers (and their respective officers, employees, agents, contractors or representatives) which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine.
- C. Customer's sole and exclusive remedies under this Agreement are as expressly set out in this Agreement. Some states do not allow the limitations or exclusion of incidental or consequential damages, so such limitations or exclusions may not apply.

## 11. MISCELLANEOUS

- A. Contact Address: For any inquiries or notices required in connection with this Agreement, Customer may contact Access via e-mail at [stowecomm@stowecomm.com](mailto:stowecomm@stowecomm.com) or in writing to Stowe Communications, P. O. Box 1522, Stowe, VT 05672.
- B. Entire Agreement/Amendment: This Agreement, the Customer Work Order and any software end user license agreement provided in connection with the Service constitutes the entire Agreement between Customer and Access. No undertaking, representation or warranty made by an agent or employee of Communications or its Underlying Providers in connection with the installation, maintenance or provision of the Service, which is inconsistent with the terms of this Agreement shall be binding on Access. This Agreement may be amended by Communications on thirty (30) days' prior notice to Customer, and such amendment may be posted to the Communications High-Speed Internet service home page at [www.stowecomm.com](http://www.stowecomm.com) or otherwise provided to Customer a hardcopy or electronic form, as determined by Communications in its sole discretion. Customer's election to continue receiving the Service thereafter shall be deemed to constitute Customer's acceptance of such amendment. Notwithstanding anything to the contrary in this Section, the terms and conditions of the Acceptable Use Policy, as the same may be revised from time to time by Communications and/or its Underlying Providers, apply to the Service and may, in fact, limit the use of the Service.
- C. Assignment: Communications may freely assign its rights and obligations under this Agreement, including, without limitation, to any parent, subsidiary or other affiliated company of Communications.
- D. General: 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. Communications failure to insist or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. This Agreement may not be assigned or transferred by Customer. This Agreement shall be exclusively governed by, and construed in accordance with, applicable federal law and the laws of Customer's state of residence where the Service is provided.

## 12. NOTICE

Communications may deliver notice to Customer by means of written communication delivered by United States mail or by posting on the Stowe Communications Web page.