

## Commercial Service Agreement

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

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Arlington TV Cooperative and any affiliate of Arlington TV Cooperative that to the extent such affiliate provides Services to you under this Agreement ("Arlington TV Cooperative") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at [www.ArlingtonTVCooperative.com](http://www.ArlingtonTVCooperative.com).

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 6 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Arlington TV Cooperative may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with 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 Arlington TV Cooperative of Customer's intent to terminate Service and return all Equipment.

2. **Services and Use.** Arlington TV Cooperative shall use reasonable efforts to make the Services available by any requested service date. Arlington TV Cooperative shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Arlington TV Cooperative shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Arlington TV Cooperative determines that Customer's location is not serviceable under Arlington TV Cooperative's normal installation guidelines, Arlington TV Cooperative may terminate

this Agreement. Unless provided otherwise herein, Arlington TV Cooperative shall use reasonable efforts to maintain the Services in accordance with applicable performance standards; however, Arlington TV Cooperative shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Arlington TV Cooperative.

**3. Distribution System and Inside Wiring.** "Distribution System" shall mean (1) all distribution plant and associated electronics, equipment and wiring installed or provided by Arlington TV Cooperative or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring defined below, and (2) all equipment furnished by Arlington TV Cooperative at the premises. The installation of the Distribution System and Inside Wiring by Arlington TV Cooperative will meet all applicable FCC specifications and will be installed in a good, workmanlike manner. Ownership of the Distribution System shall at all times be and remain in Arlington TV Cooperative and shall be used exclusively by Arlington TV Cooperative operations. Upon expiration or termination of this Agreement, Arlington TV Cooperative shall continue to own and control the entire Distribution System. Upon termination of this Agreement and if Arlington TV Cooperative is no longer providing Services to the premises, Arlington TV Cooperative has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Arlington TV Cooperative to Customer's reasonable satisfaction. Any part of the Distribution System remaining on the premises shall become the sole property of Customer. "Inside Wiring" shall mean that wiring located within the property. Ownership of the Inside Wiring shall at all times be and remain in Customer. Customer shall be responsible for the repair and maintenance of the Inside Wiring, in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws.

**4. Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes, broadcast surcharges or other charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Arlington TV Cooperative to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Arlington TV Cooperative does not extend credit to Arlington TV Cooperative's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. 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 upon written notice to Customer if Customer has failed to correct such non-payment default within ten (10) days of written notice from Arlington TV Cooperative, removal of Equipment from Customer's premises and/or imposition of an Administrative fee in accordance with applicable law.

5. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances. A list of fees is available on Arlington TV Cooperative's website ([www.ArlingtonTVCooperative.com](http://www.ArlingtonTVCooperative.com)) ("Schedule of Fees"). Arlington TV Cooperative reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Arlington TV Cooperative's website.

6. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Arlington TV Cooperative may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Arlington TV Cooperative all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Arlington TV Cooperative to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Arlington TV Cooperative to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

7. **Disputed Charges.** Customer must notify Arlington TV Cooperative in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Arlington TV Cooperative receives sufficient documentation to enable Arlington TV Cooperative to investigate the dispute. The date of the resolution is

the date Arlington TV Cooperative completes its investigation and notifies the Customer of the disposition of the dispute.

8. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Arlington TV Cooperative, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

9. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ARLINGTON TV COOPERATIVE, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "ARLINGTON TV COOPERATIVE PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, 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, 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 LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. ARLINGTON TV COOPERATIVE'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

10. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY ARLINGTON TV COOPERATIVE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND ARLINGTON TV COOPERATIVE DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. ARLINGTON TV COOPERATIVE MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. 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. THE ARLINGTON TV COOPERATIVE PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE ARLINGTON TV COOPERATIVE PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA ARLINGTON TV COOPERATIVE'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 THE ARLINGTON TV COOPERATIVE PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

11. **Indemnity.** Customer shall indemnify and hold Arlington TV Cooperative and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorney's fees) from and against any claim, actions or demands relating to or arising out of or related in any way to Customer's use of the Service, any other person's use of the Customer's account, the placement or presence or removal of Arlington TV Cooperative's Equipment, facilities and associated wiring on Customer's premises including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of Arlington TV Cooperative's Acceptable Use Policy ("AUP").

12. **Miscellaneous.** The Agreement constitutes the entire agreement between Arlington TV Cooperative and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect

the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Arlington TV Cooperative may modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of New York.

The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Arlington TV Cooperative may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. 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 Arlington TV Cooperative rights and the rights of others).

13. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation or any other cause beyond Arlington TV Cooperative's reasonable control. Arlington TV Cooperative may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Arlington TV Cooperative's ability to perform its obligations under this Agreement.

14. **ARBITRATION.** CUSTOMER AND ARLINGTON TV COOPERATIVE AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY ARLINGTON TV COOPERATIVE OR ANY ORAL OR WRITTEN STATEMENTS, ADVERTISEMENTS OR PROMOTIONS RELATING TO THIS AGREEMENT OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH ARBITRATION. ALL ARBITRATION SHALL BE INITIATED AND CONDUCTED IN ACCORDANCE WITH THE

COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AAA SHALL APPOINT THE ARBITRATOR. ARBITRATION MUST BE INITIATED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE INITIATED WITHIN THIRTY (30) DAYS). CUSTOMER WAIVES ANY CLAIM NOT FILED IN ACCORDANCE WITH THE PREVIOUS SENTENCE. THE PARTY INITIATING ARBITRATION SHALL GIVE NOTICE TO THE OTHER PARTY BY MAILING A COPY OF THE REQUEST FOR ARBITRATION TO THE OTHER PARTY AT THE ADDRESSES ON THE SERVICE ORDER. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR THROUGH A REPRESENTATIVE, UNLESS APPLICABLE STATE LAW MANDATES OTHERWISE. ARBITRATION OF CLAIMS WILL BE CONDUCTED IN SUCH FORUM AND PURSUANT TO SUCH LAWS AND RULES RELATED TO COMMERCIAL ARBITRATION IN THE STATE OF NEW YORK THAT ARE IN EFFECT ON THE DATE OF THE NOTICE TO ARBITRATE.

15. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Arlington TV Cooperative, which consent may be withheld in Arlington TV Cooperative's discretion. Arlington TV Cooperative may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Arlington TV Cooperative affiliates.

### **Commercial Service Agreement - Annex**

This Annex, together with the Commercial Service Agreement, shall be referred herein as the Agreement ("Agreement"). This Annex applies to the applicable Services used by the Customer. Sections 1-17 shall apply generally to all Services. Sections 19-25 shall apply specifically to Video Service, Sections 26-48 shall apply to High Speed Internet Service and Sections 49-53 shall apply to Phone Service.

1. **Access to Customer Premises.** Customer grants Arlington TV Cooperative and its employees, representatives and/or agents the right to enter Customer's premises and access Equipment, the wiring within Customer's premises and Customer's computer(s) to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage, or install or deliver Arlington TV Cooperative provided software ("Software"). Customer shall cooperate in providing such access upon request of Arlington TV Cooperative. If Customer is not the legal owner of the premises, Customer warrants that Customer has obtained or possesses the legal authority of the owner to authorize Arlington TV Cooperative personnel and/or its agents to enter the premises for the purposes described herein.

2. **Creditworthiness and Security Deposits.** At any time during the Term, Customer agrees that Arlington TV Cooperative 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 Arlington TV Cooperative. 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. No interest shall be paid on any security deposits.

3. **Adjustments or Refunds.** Adjustments or refunds, if any, to Customer's bill shall be an amount no greater than 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. Such adjustment or refund will be accomplished by a credit on a subsequent bill for Service. Unless otherwise required by applicable law, in the event any amounts owed by Arlington TV Cooperative 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 Arlington TV Cooperative. In addition, no credit allowance will be made for:

3.1. 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 the Service;

3.2. interruptions of Service due to the negligence of any person other than Arlington TV Cooperative including, but not limited to, the other common carriers connected to the Arlington TV Cooperative's facilities;

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

3.4. interruptions of Service during any period in which Arlington TV Cooperative is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,

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

3.6. interruptions of Service less than thirty (30) minutes' duration;

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

3.8. interruptions of Service due to circumstances or causes beyond the control of Arlington TV Cooperative.



4. **Equipment And Software.** Any network facilities, Software, cabling or Equipment installed or provided by Arlington TV Cooperative will remain the property of Arlington TV Cooperative. 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 premises.

4.1. 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 Arlington TV Cooperative) will not permit anyone other than a Arlington TV Cooperative authorized representative to perform any work on the Equipment.

4.2. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Arlington TV Cooperative in the same condition as when received, ordinary wear and tear excepted. If Customer fails to return the Equipment, Customer will pay any expenses Arlington TV Cooperative incurs in retrieving the Equipment. Failure of Arlington TV Cooperative to remove the Equipment does not mean that Arlington TV Cooperative has abandoned the Equipment. Arlington TV Cooperative may continue to charge Customer a monthly Service fee until any remaining Equipment is returned, collected by Arlington TV Cooperative or fully paid for by Customer.

4.3. 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.

4.4. Operation of Equipment. The Customer agrees to operate any Equipment in accordance with instructions of Arlington TV Cooperative or Arlington TV Cooperative's agent. Failure to do so will relieve the Arlington TV Cooperative Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

4.5. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Arlington TV Cooperative may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

4.6. 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 Arlington TV

Cooperative and any related written materials. Arlington TV Cooperative will have the right to upgrade, modify and enhance the Equipment and Software from time to time through “uploads.”

5. **Service Date and Term.** This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth Commercial Service Order. Arlington TV Cooperative shall use reasonable efforts to make the Services available by the requested service date. Arlington TV Cooperative shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

6. **Access/Customer Responsibilities.** Customer grants Arlington TV Cooperative and its employees, representatives and/or agents all necessary rights of access within the Customer’s premises, including space for cables, conduits, and equipment, and Customer’s computer(s), as necessary to install, repair, inspect, maintain, replace or remove any and all facilities, equipment and software provided by Arlington TV Cooperative. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Arlington TV Cooperative’s equipment. Customer is responsible for ensuring that Customer’s equipment is compatible for the Services selected and with the Arlington TV Cooperative network.

7. **Equipment.** Arlington TV Cooperative shall install equipment necessary to furnish the Services to Customer. Customer shall use the equipment only for the purpose of receiving the Services. Customer shall not make any connections to the equipment which are not expressly authorized in writing by Arlington TV Cooperative or permit tampering, altering or repair of the equipment by any person, including removing markings or labels, other than Arlington TV Cooperative’ authorized personnel. Customer shall not modify or relocate equipment installed by Arlington TV Cooperative or install any other equipment, including servers in connection with data/Internet without the prior written consent of Arlington TV Cooperative. Unless otherwise stated in the Commercial Service Order, Customer agrees that Arlington TV Cooperative shall retain all rights, title and interest to facilities and equipment installed by Arlington TV Cooperative hereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. At the expiration or termination of this Agreement, Customer shall return Arlington TV Cooperative’s equipment in good condition, ordinary wear and tear resulting from proper use excepted. If Customer fails to return the Equipment, Customer will pay any expenses Arlington TV Cooperative incurs in retrieving the Equipment. Failure of Arlington TV Cooperative to remove the Equipment does not mean that Arlington TV Cooperative has abandoned the Equipment. Arlington TV Cooperative may continue to charge Customer a monthly Service fee until any remaining Equipment is returned, collected by Arlington TV Cooperative or fully paid for by Customer. Customer is responsible for damage to any Arlington TV Cooperative equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service.

8. **Equipment And Software.** Any network facilities, Software, cabling or Equipment installed or provided by Arlington TV Cooperative will remain the property of Arlington TV Cooperative. 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 premises.

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 Arlington TV Cooperative and any related written materials. Arlington TV Cooperative will have the right to upgrade, modify and enhance the Equipment and Software from time to time through "uploads."

9. **Resale of Service.** Except for Web Hosting and as expressly provided in the Commercial Service Order, Customer may not sell, resell sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof any portion of the Service to any other party. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Customer acknowledges that pay per view events will not be available, and if provided, may be subject to additional charges beyond the base rate. Customer may not sell, resell, sublease,

10. **Termination.** Customer may terminate video, data, Internet, web hosting and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates Service before the term selected by Customer (except for breach by Arlington TV Cooperative), or Arlington TV Cooperative terminates Services for Customer's breach of this Agreement or the Arlington TV Cooperative's Acceptable Use Policy ("AUP"), Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment and is due upon termination. Any termination by Customer must be in writing. Arlington TV Cooperative 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, including failure to pay any amounts when due, its components and, to the extent not allowed or contemplated under this Agreement or the AUP or for any other reason or no reason. If Arlington TV Cooperative terminates Service due to a violation of this Agreement or Arlington TV Cooperative's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Arlington TV Cooperative may also exercise other rights and remedies available under law. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service and removal of Equipment from Customer's premises.

11. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Arlington TV Cooperative, which consent may be withheld in Arlington TV Cooperative's discretion. Arlington TV Cooperative may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Arlington TV Cooperative affiliates.

12. **Viruses, Content, Customer Information.** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its equipment and software from such matters. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Arlington TV Cooperative may disclose Customer information to law enforcement or to any Arlington TV Cooperative affiliate.

13. **IP Address.** Arlington TV Cooperative will allocate IP addresses to Customer according to ARIN guidelines. All IP addresses assigned by Arlington TV Cooperative must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. Customer is responsible for registration and maintenance of and payment for domain names.

14. **Software License.** Arlington TV Cooperative grants Customer a limited, nonexclusive, nontransferable and non-assignable license to install and use as provided herein (i) Arlington TV Cooperative access software, as well as software from our licensors that Arlington TV Cooperative incorporates into its access software), (ii) all associated user documentation and (iii) any updates thereto (the "Software"). Customer's use of the Software is governed by these terms and conditions. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Arlington TV Cooperative and Arlington TV Cooperative's licensors. Customer may not decompile, reverse engineer, distribute, and or translate any part of Software. Customer acknowledges that the Software, and any accompanying documentation and/or technical information, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

15. **Web Hosting Servers.** Arlington TV Cooperative reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Arlington TV Cooperative may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Arlington TV Cooperative to relocate its web site. If the Customer refuses to comply with this Section, then Arlington TV Cooperative has the right to terminate the Services. Arlington TV Cooperative will use reasonable efforts to maintain a full time Internet presence for the Customer. Customer hereby acknowledges that the network may, at

various time intervals, be down due, but not restricted to, utility interruption, maintenance equipment failure, natural disaster, acts of God, or human error and Arlington TV Cooperative shall not be liable to customer for such outages or server downtime.

16. **E-Rate Customers.** This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Arlington TV Cooperative as its provider of Services. Customer shall also provide Arlington TV Cooperative with all documentation that is in response to all queries, inquiries and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Arlington TV Cooperative may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Arlington TV Cooperative may terminate the Agreement without further liability to Arlington TV Cooperative or the Customer. Additionally, if full E-Rate funding is not received and Arlington TV Cooperative elects to terminate the Services during the contract term, then Customer may be subject to termination liabilities.

17. **Bundled Packages.** In consideration for Customer's purchase of the bundled package of two or more services and only with respect to that period time during which Customer continues to purchase such bundle, Arlington TV Cooperative shall continue to apply a discount to the Services ordered under this Service Order. Such discount has been applied to the Services included in bundled pricing offer and is reflected in the monthly services fees for such Services contained in this Service Order. For purposes of clarification, in the event Arlington TV Cooperative's provision to Customer of one or more of the bundled Service components is discontinued or otherwise terminated for any reason, the pricing for the remaining Service components listed above shall revert to Arlington TV Cooperative's a la carte pricing for such Services in effect at the time of the discontinuation or termination. Termination liabilities applicable to the Services under the Service Agreement shall otherwise remain unchanged.

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

18. **Use of Services.** The programs, content and other service provided through Arlington TV Cooperative's Video Service must be utilized for use solely at the locations identified on the Commercial Service Order, for purposes limited to other authorized activities and display on no more than the number of televisions/workstations/receivers at the Customer Locations as disclosed on the Service Order, provided that Customer may not directly or indirectly charge any fee as a

condition to viewing the Service; permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services (or any part thereof) unless Customer can demonstrate to the reasonable satisfaction of Arlington TV Cooperative that Customer or a third-party has obtained a then-current music license permitting such activity; insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements; and that the Video Service is not duplicated, redistributed or accessed in violation of any applicable law.

19. **Programming Content.** Customer understands and agrees that by using the Video Service, Customer or Users may be exposed to materials or content that may be offensive, sexually explicit or objectionable to Customer. Parental control devices are available upon Customer's request for use with the Video Service to block certain programming and/or filter certain content. The Arlington TV Cooperative Parties make no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will the Arlington TV Cooperative Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Video Service.

20. **Security.** Arlington TV Cooperative has no obligation to track the Video Services provided to Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Arlington TV Cooperative may track through its cable television system the channel or Service selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Video Services and/or to protect Arlington TV Cooperative, its cable television system, Services, Equipment and/or Customers.

21. **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.

22. **Outages.** Subject to applicable law, a credit may be given for qualifying outages. If there is a known Video Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), Arlington TV Cooperative, 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 Arlington TV Cooperative's discretion, in lieu of the credit, provide alternative programming during any program interruption.

23. **Music Rights Fees.** In all cases, Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI") and SESAC, Inc. ("SESAC") or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate in connection with Customer's transmission, retransmission, communication, distribution, performance or other use of the Services, whenever and wherever applicable.

24. **Premium and Pay-Per-View.** Customer may not exhibit any premium Services such as HBO or Showtime in any public or common viewing area. Customer may not order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment. Customer may not exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Arlington TV Cooperative's prior written consent.

**TERMS OF SERVICE APPLICABLE ONLY TO THE PROVISION OF HIGH SPEED INTERNET SERVICE.** In addition to all other relevant terms provided in this Agreement, a Customer who uses Arlington TV Cooperative's High Speed Internet Service, which may include Internet access services, on line video services, e-mail services, e-commerce, online content, features and other online services under the control of Arlington TV Cooperative or its affiliates understands and agrees that:

25. **Additional Services.** The High Speed Internet Service provided to customer allows access to certain Arlington TV Cooperative proprietary Services, in addition to other services or features available over the Internet. Customer understands that he/she may incur additional charges while using these other services or while engaging in forms of e-commerce. All such charges shall be paid by Customer and are not the responsibility of Arlington TV Cooperative.

26. **Authorized Connections.** Arlington TV Cooperative agrees to provide Customer with the number and type of High Speed Internet Service connection(s), e-mail addresses, and other appurtenances at the Customer Locations as stated on the Commercial Service Order. Customer shall not exceed the number, types or location of such authorized connections.

27. **Peripheral Equipment.** Customer understands and agrees that, to be operational, the High Speed Internet Service may require additional equipment, whether wired or wireless. If Arlington TV Cooperative is providing Customer with a cable modem and/or base station, the cable modem shall remain Equipment. If Customer has purchased a cable modem (whether from Arlington TV Cooperative or from a third party) the cable modem shall be Customer Equipment. Customer represents that it owns the Customer Equipment or otherwise has the right to use such equipment in connection with the High Speed Internet Service. Arlington TV Cooperative shall have no obligation to provide, maintain or service the Customer Equipment. Customer agrees not to use the Equipment for any purpose other than to use the High Speed Internet Service pursuant to this Agreement.

28. **Minimum Equipment.** Customer agrees that the Customer Equipment utilizing the High Speed Internet Service must meet the minimum computer requirements outlined in the informational literature Arlington TV Cooperative has provided and as may be amended from time to time. If Customer proceeds with the installation of or uses the High Speed Internet Service utilizing Customer Equipment that does not meet the minimum requirements (a "Non-Recommended Configuration"), Customer agrees that

(i) Customer will not be entitled to customer support from Arlington TV Cooperative relating to any issues other than the quality of the signal delivered to the Customer's receptacle, and (ii) Customer understands and agrees that Customer may not be able to successfully install, access, operate, or use the High Speed Internet Service with the Non-Recommended Configuration. CUSTOMER ACKNOWLEDGES THAT ANY INSTALLATION, ACCESS, OPERATION OR USE OF NON-RECOMMENDED CONFIGURATIONS COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE, OR DATA. NEITHER ARLINGTON TV COOPERATIVE NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

29. **Upgrades.** Customer acknowledges that the Equipment is merely a means through which the High Speed Internet Service is provided by Arlington TV Cooperative and may be removed or changed by Arlington TV Cooperative at its discretion as it deems appropriate, including through "uploads" to Customer's computer(s) or otherwise. Whether the cable modem is owned by Customer or Arlington TV Cooperative, Arlington TV Cooperative shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time that Arlington TV Cooperative, in its sole discretion, determines it is necessary or desirable. Customer assumes all responsibility for any degradation in or problems from the failure to upgrade. Arlington TV Cooperative does not represent, warrant or covenant that installation and modifications of peripheral devices, including Network cards, computer equipment, software, computer files and other system configuration files necessary to operate the High Speed Internet Service will not disrupt or delay the normal operations of Customer's computer device(s) or associated equipment. Arlington TV Cooperative shall have no liability whatsoever for any loss, damage or outage resulting from the above. Upon Customer request and, at Arlington TV Cooperative's sole discretion, for an additional charge, Arlington TV Cooperative or its agents may install certain software, an extra cable receptacle, a cable modem and associated equipment for operation of the High Speed Internet Service. If installed by Arlington TV Cooperative, Arlington TV Cooperative shall use reasonable efforts to install the High Speed Internet Service to a fully operational status.

30. **Back-Up.** Customer agrees to either back-up all existing computer files prior to installation of any Equipment to Customer's computing device or accept sole responsibility for lost or damaged files, data or programs. In all events, Arlington TV Cooperative shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.

31. **Prohibited Uses.** Customer shall not and shall not allow others to use the High Speed Internet Service to:



- (i) violate Arlington TV Cooperative's AUP that is provided to Customer and/or posted on Arlington TV Cooperative's web site from time to time in accordance with the AUP;
- (ii) invade another person's privacy or security;
- (iii) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Internet, including any features or activities on the Internet, any Equipment, the High Speed Internet Service or features of the High Speed Internet Service(s);
- (iv) create any unusually large burden on the network, including, without limitation, posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature; distribute mass or unsolicited e-mail, including commercial advertising, announcements or junk mail; or otherwise generate large levels of traffic sufficient to impede other's ability to send or receive information;
- (v) unlawfully use, possess, post, transmit or disseminate obscene, profane, or pornographic material, other content or material that is unlawful, threatening, abusive, libelous, slanderous, defamatory, encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation;
- (vi) access any computer, software, data, any confidential or proprietary content or copyrighted, trademarked or patent protected material without the knowledge and consent of the owner of such content or material;
- (vii) use, create, access, post, upload or download tools or features that cause impairment, restriction or destruction to any content, material, device or system, the High Speed Internet Service or Equipment;
- (viii) copy, distribute or sublicense any Software, except as expressly permitted in writing by Arlington TV Cooperative;
- (ix) disrupt any backbone network nodes or network service used by Arlington TV Cooperative;
- (x) interfere with computer networking or other services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure or abuse of operator privileges ("hacking") or attempting to "crash" a host or service;
- (xi) unless expressly provided in the Customer Service Order, operate a server in connection with the Services, including FTP, IRC, SMTP, POP, HTTP, SOCKS, SQUID, DNS or any multi-user forums;

(xii) port scan any computer, device or any other person without knowledge or consent of such person, nor use any tools to facilitate such scans;

(xiii) impersonate any person or entity or forge anyone else's digital or manual signature.

32. **Termination.** In addition to Arlington TV Cooperative's termination rights set out elsewhere in this Agreement, Arlington TV Cooperative may terminate all Services, including the High Speed Internet Service if Arlington TV Cooperative reasonably believes that Customer has engaged in or is engaging in any of these prohibited activities and Arlington TV Cooperative reserves the right to pursue any damages or remedies from such activities, including any direct or indirect costs, expenses or fees incurred by Arlington TV Cooperative and/or its affiliates. Following the termination of Customer's High Speed Internet Service account for any reason, Arlington TV Cooperative is authorized to delete any files, programs, data, e-mail addresses and e-mail messages associated with such account. Such deletion may include Customer forfeiting his/her account user names, all e-mail, IP and web space addresses. Any incoming e-mail to Customer's canceled account(s) will not be forwarded to another account. Arlington TV Cooperative shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.

33. **Network.** Arlington TV Cooperative utilizes a network that allows bi-directional access to the Internet. The network is not intended to protect Customers from hackers, viruses or other harmful elements that may result from participation in High Speed Internet Service, and as such, Customer should not rely on the network to provide such protection. Arlington TV Cooperative may run third party virus check software or other protection measures over its network to scan e-mails or Internet activity; however, Arlington TV Cooperative does not represent, warrant or covenant that such software will detect, repair or correct any or all viruses or other harmful code or software.

34. **E-mail.** Customer must adhere to the e-mail policies provided in the AUP. As part of the subscription to High Speed Internet Services, Customer will be provided with the ability to set up mail addresses for the number of e-mail addresses specified on Customer's Service Order. Customer is responsible for the set-up and proper usage of these addresses. All e-mail accounts within Customer's account are limited to 2.5 megabytes of storage space on the network. Arlington TV Cooperative reserves the right to modify, delete or correct any accounts that exceed the megabyte limitation, and modify the size of Customer's storage space, at Arlington TV Cooperative's sole discretion and without notice. To preserve e-mail for longer periods, Customer can set its e-mail account so that e-mail is automatically stored on Customer's computer's hard-drive when Customer opens it. Please check the Help section on Customer's e-mail access program (e.g., Outlook Express). Arlington TV Cooperative reserves the right to place additional limitations on Customer's e-mails on the Arlington TV Cooperative network, including without limitation, maximum message size, maximum number of recipients per message, and maximum number of messages per server connection. Arlington TV Cooperative reserves the right to reclaim any and all inactive e-mail

addresses and accounts from Customer at Arlington TV Cooperative's sole discretion and without notice, whether such are inactive as a result of the termination or cancellation of High Speed Internet Service regardless of the reason for such cancellation or termination, or inactive as a result of a lack of access by Customer to the account and/or e-mail address for a period of twelve months or greater.

35. **Security.** Arlington TV Cooperative may provide, offer for sale or subscription, or otherwise make available, software or services for e-mail filtering, anti-virus scanning and other e-mail security solutions for the convenience of Customers. Arlington TV Cooperative shall not be responsible for nor have any liability with regard to the e-mail that Customer or its authorized Users receive, nor for any loss or filtered e-mail, nor for the failure to prevent virus delivery or infection. Arlington TV Cooperative Parties are not responsible or liable for the forwarding or inability to forward e-mail sent to any other e-mail account. E-mails sent to suspended or terminated accounts may be returned to sender, ignored, deleted or stored temporarily at Arlington TV Cooperative's sole discretion.

36. **Personal Web Pages and Content.** Customer may create personal web pages. On such personal web pages, Customer can design, maintain, and publish texts, diagrams, illustrations, audio clips and related materials for access by a global audience. Customer is solely responsible for any information, materials or content that Customer publishes on its web pages or otherwise makes available on the Internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. Arlington TV Cooperative reserves the right to refuse to post and/or to remove any information, materials or content, in whole or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

37. **Accuracy of Content.** Customer understands and agrees that by using the High Speed Internet Service, Customer and/or User may be exposed to materials or content that is offensive, indecent, sexually explicit, objectionable, or that may violate federal, state or local laws, rules or regulations or may violate the protected rights of the Customer or others. Customer also understands that the technical processing and transmission of the High Speed Internet Service, including Customer's content or material, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices; and that under no circumstances will the Arlington TV Cooperative Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any content, including, but not limited to, any errors or omissions in any content, access to such content or material by Customer or others, or incurred as a result of the use of any content posted, or otherwise transmitted via the High Speed Internet Service. Customer acknowledges that software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. The Arlington TV Cooperative Parties make no representation or warranty regarding the effectiveness of such programs.

38. **Scheduled Service repair, maintenance or upgrade.** Arlington TV Cooperative may from time to time schedule Service repair, maintenance or upgrades to provide Customer with High Speed Internet Service. Customer shall not receive High Speed Internet Service credits for such scheduled repairs, maintenance or upgrades. If there is a known and unscheduled High Speed Internet Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), Arlington TV Cooperative, upon prompt notification of such failure to interruption by Customer, may provide Customer with a pro-rata credit relating to such failure or interruption. Arlington TV Cooperative Parties will not be liable for any direct, incidental or consequential damages or losses from any interruption in High Speed Internet Service.

39. **Changes to High Speed Internet Service.** Arlington TV Cooperative may also, at any time and in its sole discretion, without notice, change, add to or remove portions of the High Speed Internet Service (including, without limitation, content, functionality, hours of availability, Equipment requirements, speed, upstream and downstream limitations, Service features, storage capacity, and protocol filtering) and/or institute or otherwise change fees and charges for the High Speed Internet Service. If Customer is dissatisfied with such changes or the High Speed Internet Service after such changes, Customer's only right and remedy is to cancel his/her subscription to the High Speed Internet Service.

40. **Service Usage.** Arlington TV Cooperative has no obligation to track High Speed Internet Service usage of Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Arlington TV Cooperative may track through its cable television system and/or network certain usage, usage patterns and/or selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the High Speed Internet Service and/or to protect Arlington TV Cooperative, its cable television system, network, Services, Equipment and/or Customers.

41. **Network Integrity.** Arlington TV Cooperative reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail virus scanning, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage.

42. **Bandwidth, Data Storage and Other Limitations.** Customer agrees to comply with Arlington TV Cooperative's bandwidth, data storage and other limitations of the High Speed Internet Service as established and modified by Arlington TV Cooperative from time to time. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the High Speed Internet Service, nor represent (in Arlington TV Cooperative's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede Arlington TV Cooperative's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.

43. **Sole Risk.** Use of the High Speed Internet Service provided by Arlington TV Cooperative, in addition to third-party products or services provided by or accessed through the High Speed Internet Service or the Internet is at Customer's sole risk and Customer acknowledges that the High Speed Internet Service are provided "AS IS." Accordingly, any information sent through or over the network is sent at Customer's sole risk.

44. **Customer Security.** When Customer's computer device is connected to a cable modem, it constitutes a "local" segment of the network. All of Customer's traffic to or from this local segment will be reflected by the cable modem in an unencrypted format onto the network (unless separate encryption technology is utilized) and will be subject to eavesdropping by third parties. Further, through the use of file and print sharing features, third parties outside of Customer's premises may be able to access Customer's computer devices across the network and access Customer's software, files and data. Any Customer who chooses to subscribe to the Arlington TV Cooperative's High Speed Internet Service and enables capabilities such as file sharing, print sharing or other capabilities that allow third party computer access, does so at his/her own sole risk. Customer is solely responsible for any security devices Customer chooses to connect or install on his/her computer device, in addition to any transmissions to or from Customer or its authorized Users. Arlington TV Cooperative Parties shall not be liable or responsible for any unauthorized sharing, access, eavesdropping or any associated risks.

45. **Enforcement of Policy and AUP.** Customer authorizes Arlington TV Cooperative and its affiliates to cooperate with law enforcement authorities in the investigation or prosecution of criminal violations, and with system administrators at other Internet service providers or other network computing facilities to enforce this Agreement, the AUP and other applicable terms and conditions of the High Speed Internet Service. Such cooperation may include providing certain Customer identifying information to these parties.

46. **Customer's Agreement To Indemnify For Misuse.** MISUSE OR CERTAIN USE OF THE HIGH SPEED INTERNET SERVICE MAY RESULT IN CLAIMS BY THIRD PARTIES AGAINST ARLINGTON TV COOPERATIVE AND/OR ITS AFFILIATES, MEMBERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS. AS A PRACTICAL MATTER, ARLINGTON TV COOPERATIVE CANNOT MONITOR OR CONTROL THE ACTIVITIES OF CUSTOMERS OR USERS TO PREVENT THESE CLAIMS. CUSTOMER AND EACH USER, JOINTLY AND SEVERALLY, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ARLINGTON TV COOPERATIVE, ITS AFFILIATES AND THIRD PARTIES WHO CONTRIBUTE TO THE HIGH SPEED INTERNET SERVICE FROM ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, INVESTIGATIONS, LIABILITIES, JUDGMENTS, LOSSES, DAMAGES, EXPENSES OR COST (INCLUDING ATTORNEYS' FEES AND INVESTIGATION EXPENSES) THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO: (I) ANY VIOLATION OF THIS AGREEMENT OR ANY APPLICABLE LAW BY THE

CUSTOMER OR USER; (II) THE USE OF THE SERVICE, INTERNET OR THE POSTING, PLACEMENT OR TRANSMISSION OF ANY CONTENT, SOFTWARE OR OTHER MATERIALS BY THE CUSTOMER OR USER; (III) INFRINGEMENT OR VIOLATION OF ANY PERSON'S PROPERTY, CONTRACTUAL OR OTHER PROPRIETARY RIGHTS, INCLUDING COPYRIGHT, PATENT TRADE SECRET AND TRADEMARK RIGHTS; OR (IV) ANY ACTIVITY, OMISSION OR USE RELATED TO CUSTOMER'S HIGH SPEED INTERNET SERVICE ACCOUNT.

47. **Tracking Devices and Viruses.** Customer acknowledges that accessing certain websites through the High Speed Internet Service may result in "cookies" and other tracking devices to be entered in Customer's computer equipment and stored on Customer's browser. It is Customer's responsibility to disable the entry of "cookies" or other tracking devices following procedures, if available, on Customer's browser. Customer further acknowledges that using the High Speed Internet Service may result in harmful viruses being downloaded and stored on Customer's computer. It is Customer's responsibility to protect Customer's computer and data from harmful viruses by installing firewall and other anti-virus software on Customer's computer.

**TERMS OF SERVICE APPLICABLE ONLY TO THE PROVISION OF ARLINGTON TV COOPERATIVE PHONE SERVICE.** In addition to all other relevant terms provided in this Agreement, a Customer that uses Arlington TV Cooperative's Phone Service understands and agrees to the following:

48. **Limitations of Phone Service.**

48.1 **Power/Network Outages.** Customer acknowledges and understands that the Phone Service will not work if any of the necessary Equipment is unplugged or otherwise disconnected from necessary power sources. Customer further acknowledges and understands that the Phone Service may not function in the event of power failure or if Customer's broadband cable connection is disrupted or not working properly. Should there be an interruption to the power supply to Customer's business, the Phone Service may be powered by backup battery supply, but the inclusion of a battery backup does not ensure that the Phone Service will work in all circumstances. In the event that there is a loss of power or other problem that disrupts Arlington TV Cooperative's network, Phone Service will not be available until the network is restored. Cordless telephones powered by electricity will not function during a power outage, even if the Phone Service is functioning properly. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ARLINGTON TV COOPERATIVE DOES NOT GUARANTEE THAT E911 OR 911 DIALING WILL BE AVAILABLE IN THE EVENT OF A POWER FAILURE OR FAILURE OF THE ARLINGTON TV COOPERATIVE NETWORK. Customer understands and acknowledges that Arlington TV Cooperative Phone Service, including 911/E911, as well as all online features of Arlington TV Cooperative Phone Service, where Arlington TV Cooperative makes these features available, will be disabled if Customer's account is suspended or terminated.

48.2 **Enhanced 911 Service.** Enhanced 911 (“E911”), or 911 service is a feature of the Phone Service. Prior to initiation of Phone Service, Customer must provide Arlington TV Cooperative the valid street address where the Phone Service will be utilized (“Registered Address”). Customer agrees not to move the telephone cable modem (“EMTA”) from the location it was originally installed. IF CUSTOMER MOVES THE EMTA FROM THE REGISTERED ADDRESS, CUSTOMER’S PHONE SERVICE MAY NOT FUNCTION PROPERLY AND E911/911 OPERATORS WILL NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.

48.3 **Customer May Not “Opt-out” of Arlington TV Cooperative’s E911 Service.** Customer acknowledges that pursuant to federal law the provision of E911 or 911 service to Customer is provided as an express condition of Service by Arlington TV Cooperative. As a result E911 or 911 service is not an optional feature and customer may not “opt-out,” or decline to accept, Arlington TV Cooperative’s E911 or 911 service.

48.4 **Resetting Equipment after a Power Failure.** A power failure or disruption in Service may require Customer to reset or reconfigure equipment prior to utilizing the Phone Service or E911 or 911 dialing. A power failure may also include a battery failure in the EMTA. If Customer experiences a battery failure in the EMTA, it will be Customer’s responsibility to contact a Arlington TV Cooperative customer service representative who will provide a replacement battery and installation instructions.

48.5 **Use of TDD or TTY Devices.** Customer acknowledges that E911/911 service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired. Arlington TV Cooperative does not guaranty or offer emergency services compatible with any TDD/TTY or other hearing impaired devices.

48.6 **Security Systems and other Non-voice Communications Equipment.** Customer acknowledges that the Phone Service may not be compatible with certain third party security, medical monitoring and other non-voice communications systems. It is the Customer’s responsibility to test Customer’s security, medical monitoring system or other non-voice communications system. Customer acknowledges that these systems may not function properly in the event of a power outage or disruption in Arlington TV Cooperative’s broadband network service.

48.7 **Calling Plans.** Customer expressly agrees that Customer will not have the option of subscribing to a “local only” or “long-distance only” service, nor will Customer be able to subscribe to a separate local, toll or long distance provider for use in conjunction with the Phone Service.

#### 49. **Service Charges Related To Phone Service.**

49.1. **Usage-Based Charges.** In addition to Customers monthly recurring charges, Customer agrees to pay Arlington TV Cooperative for all usage-based charges

including, but not limited to, collect calls, charges for calls to Alaska and Hawaii, international calls, directory assistance, and/or Arlington TV Cooperative assisted calls.

49.2. **Unlimited voice service.** Unlimited voice service, including unlimited long distance, are provided solely for live dialog between two individuals. Unlimited voice service may not be used for monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialog between two individuals. If Arlington TV Cooperative finds that you are using an unlimited voice service offering for other than live dialog between two individuals, Arlington TV Cooperative may at its option terminate your service or change your plan to one with no unlimited usage components. Arlington TV Cooperative will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

49.3. **Taxes.** The Customer is responsible for the payment of any applicable sales, use, gross receipts, excise, access or other local, state and federal taxes, fees or surcharges (however designated) based upon the provision of Phone Service, all of which will be separately designated on Customer's invoice. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

49.4. **Regulatory Fees.** Customer also agrees to pay any applicable fees or payment obligations in connection with the Phone Service that may be imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Phone Service and any regulatory fees that Arlington TV Cooperative invoices Customer for to help defray Arlington TV Cooperative's contribution to municipal, state and federal government programs in which Arlington TV Cooperative participates, including but not limited to, universal service, telecom relay services for the visually/hearing impaired, 911/E911 programs and associated infrastructure. Arlington TV Cooperative, in its sole discretion, has the right to determine what fees, taxes and surcharges are due by Customer and to collect and remit them to the governmental authority. The Arlington TV Cooperative Parties shall in no way be liable to Customer for the collection or remittance of any fees, taxes and surcharges.

49.5. **Surcharges.** A surcharge may be imposed on charges for Phone Service originating from states which levy, or assert a claim of right to levy, a gross receipts tax on Arlington TV Cooperative's operations in any such state, or a tax on interstate access charges incurred by Arlington TV Cooperative for originating access to telephone exchanges in that state. This surcharge is based on state imposed receipts tax and other state taxes imposed directly or indirectly upon Arlington TV Cooperative by virtue of, and measured by, the gross receipts or revenues of Arlington TV Cooperative in that state and/or payment of interstate access charges in that state. Any applicable surcharge will be shown as a separate line item on the Customer's monthly invoice.

49.6. **Charges Caused by Third Parties.** Customer is responsible in all respects (including payment obligations) for all use of the Phone Service under Customer's



account, whether or not Customer actually authorized the use. Customer will be responsible for ensuring that all use of the Phone Service under Customer's account fully complies with this Agreement.

49.7. **Casual Calling Charges.** Customer agrees to pay for any charges arising out of the use of any "casual calling" (e.g., 10-10-333) services provided by any third party.

49.8. **Pay-Per-Call/900 Calls.** It is Customer's sole responsibility to pay all charges or fees assessed by any pay-per-call service provider (if such service is available). Arlington TV Cooperative does not assist such providers in billing or collecting for their services, and Arlington TV Cooperative will not intervene on Customer's behalf in a billing dispute with pay-per-call providers.

49.9. **Wiring.** Customer agrees that Arlington TV Cooperative and its authorized agents may disconnect Customer's existing service to the local telephone company, and that Arlington TV Cooperative or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring in or on Customer's premises in order to connect the premises to the Phone Service.

50. **Use of Phone Service.**

50.1. **Unlawful Use.** Customer will not use the Phone Service for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Nor will Customer use any features, functions, or other inputs to the Phone Service (including the features, functions and services of a third party) for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Arlington TV Cooperative may terminate Customer's Phone Service without notice if Arlington TV Cooperative finds, in Arlington TV Cooperative's sole judgment, that Customer's use is unauthorized or fraudulent.

50.2. **Interference/Hazardous Conditions.** Arlington TV Cooperative may shut down Customer's Phone Service without prior notice if Arlington TV Cooperative finds, in Arlington TV Cooperative's sole judgment, that Customer's use of the Service is causing interference to others or Customer has moved or tampered or allowed others to tamper with any Equipment. Arlington TV Cooperative may also shut down Customer's Phone Service without prior notice if Arlington TV Cooperative finds, in Arlington TV Cooperative's sole judgment, that hazardous conditions exist that would make Customer's continued use of the Service unsafe.

51. **Incompatible Equipment and Services.** Customer acknowledges and understands that Phone Service may not support or be compatible with: (a) Non-recommended configurations including but not limited to MTAs not currently certified by Arlington TV Cooperative as compatible with Phone Service; (b) Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain "dial-up"

modems; (c) Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. d) Casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; (e) 311, 511, or other x11 calling (other than 411, 611, 711, and 911); and (f) Other call types not expressly set forth in Arlington TV Cooperative's product literature (e.g., outbound shore-to-ship calling).

## 52. Phone Numbers/Portability.

52.1. Switching to Arlington TV Cooperative from Another Provider. If Customer is switching to Phone Service from another service provider, Customer may transfer Customer's existing phone number (if any) to the Phone Service, provided that the following conditions apply:

- (i) Customer requests the phone number transfer when Customer places Customer's order for the Phone Service.
- (ii) Customer provides complete and accurate information, including Customer's address, existing phone number and name of Customer's current service provider.
- (iii) Customer's current service provider releases Customer's existing phone number, without delay and without imposing non-industry-standard charges on Arlington TV Cooperative.
- (iv) Transfer of Customer's existing phone number to the Phone Service would not, in Arlington TV Cooperative's sole discretion, violate applicable law or Arlington TV Cooperative's processes and procedures.

52.2. Customer acknowledges and agrees that if Customer's EMTA is self-installed (where Arlington TV Cooperative makes that option available) before the date that the number transfer becomes effective ("Port Effective Date"), Customer should keep Customer's current phone service until after the Port Effective Date, after which Customer will be able both to make and to receive calls using the Phone Service. Customer acknowledges and agrees that to avoid an interruption in telephone service, Customer must have the EMTA installed on or before the Port Effective Date. Customer's current telephone service for the number that Customer is transferring will be disconnected on the Port Effective Date; if Customer's EMTA is not yet activated, Customer will not have access to Phone Service. Arlington TV Cooperative will provide Customer with an estimate of the Port Effective Date at the time of service ordering or via e-mail following Customer's completion of the ordering process.

**TERMS OF SERVICE APPLICABLE ONLY TO THE PROVISION OF PREMIUM TECHNICAL SUPPORT SERVICES.** In addition to all other relevant terms provided in this Agreement, a Customer that uses Arlington TV Cooperative's Premium Technical Support Services understands and agrees to the following:

### 53. **Scope of Service Terms and Conditions**

These terms (the "Terms") govern any technology support services provided either by telephone, computer and via any Website (the "Site") used in connection with the provision of such services (the Site and the support services collectively referred to as the "Services") provided by Cequel Communications, LLC dba Arlington TV Cooperative directly or through Arlington TV Cooperative's affiliates, vendors, contractors and suppliers providing services hereunder (all of such parties are individually and collectively referred to herein in the terms, "Arlington TV Cooperative", "We", "Our", or "Us"). By accessing, ordering or using the Services via telephone or online via the Site, you ("You" or "Your" means you or, for services designed for businesses, the legal entity that you are authorized to represent and on whose behalf the Services are purchased) and Your users of the Service agree to these Terms and Our Privacy Policy available at: <http://www.ArlingtonTVCooperative.com/terms-policy/>. If You do not agree to these Terms, You may not access or use the Services or permit others to do so on Your behalf.

**NOTE: THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND TIME LIMIT ON SUBMITTING CLAIMS THAT AFFECT YOUR RIGHTS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

**53.1 Scope of Services.** You may initiate the Services via telephone, via the Site, or other means made available by Us. We will use commercially reasonable efforts to answer Your technology question and resolve Your technology problem for a fee as set forth in the Site or as quoted on the telephone, as applicable. We may provide certain portions of the Services via remote control session, online chat or e-mail. We may set forth limits to the technology We support. Certain Services may have minimum system requirements. The Services may include Services that are available on a one-time basis, for a fee ("Individual Services"); as well as subscription Services, which are an entitlement to more than one Service over a period of time, for a recurring fee ("Subscription Services").

**53.2 Terms of Use.** We provide You with access to and use of the Services subject to Your compliance with the Terms. We reserve the right to refuse to provide the Services to anyone at any time without notice for any reason. You represent and warrant to Us that: (a) You are at least 18 years old; (b) You have the right, capacity and authorization necessary to legally bind Yourself to the Terms; (c) You have read and agree to the terms of the Privacy Policy on the Site; (d) You will comply with all treaties, laws, rules and regulations applicable to Your use of the Services; (e) any information You submit to Us is correct and complete; and (f) any payment or credit card information You supply, is correct.

**53.3 Authorization to Access Your Computer; Monitoring of the Services and Phone Calls.** You acknowledge that by Your use of the Services You are authorizing Us to access and control Your computer or device (collectively "Device") for the purposes of diagnosis, service and repair. In connection with delivering the Services,

We may download and use software, gather system data, take remote control of Your Device and access or modify Your Device settings. By accepting these Terms, You hereby grant Us the right to connect to Your Device, download and use software on Your Device to gather system data, repair Your Device, take remote control of Your Device and change the settings on Your Device while performing the Services. Other than as set forth in the warranty section below, You agree that We have no responsibility or liability under any circumstance at any time for any loss or harm that may arise from or may be related to the Services. We may, but have no obligation to, monitor and record the Services, including telephone calls and online sessions for purposes of improving customer service, internal training and internal market research. You hereby grant permission to Us to monitor and record the Services including phone calls and to use or disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request; to provide the Services to You and Your users; and to enhance the types of Services We may provide to You in the future. You also grant Us permission to combine Your information with that of others in a way that does not identify You or any individual personally to improve the Services, for training, for marketing and promotional purposes, and for other business purposes. Please see Our Privacy Policy for further details. We may, but have no obligation to, monitor and/or to review all materials posted to the Site or through the Site's services or features by third parties, and We are not responsible for any such materials posted by third parties. We are not responsible for any failure to monitor, review and/or delete any materials posted to the Site or through the Site's services or features by third parties. However, We reserve the right at all times to disclose any information as necessary or advisable to satisfy any law, regulation or government request; and to edit, to refuse to post or to remove any information or materials, in whole or in part, that, in Our sole discretion, are in violation of these Terms or applicable law. We may also impose limits on certain features of the Site or restrict Your access to part or all of the Site without notice or penalty if We believe You are in breach of the guidelines set forth in Our Terms or in violation of applicable law without notice or liability.

**53.4 Data Backup.** YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND BACKING UP ALL INFORMATION, DATA, TEXT OR OTHER MATERIALS (COLLECTIVELY "CUSTOMER DATA") AND SOFTWARE STORED ON YOUR DEVICE AND STORAGE MEDIA BEFORE ORDERING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ARLINGTON TV COOPERATIVE OR ITS REFERRAL PARTNERS HAVE NO RESPONSIBILITY OR LIABILITY UNDER ANY CIRCUMSTANCE AT ANY TIME FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA, SOFTWARE OR HARDWARE THAT MAY ARISE OUT OF THE SERVICES.

WE DO NOT PROVIDE SEPARATE BACKUP COPIES OR SUPPORT INSTALLATION OF UNLICENSED SOFTWARE TO CUSTOMERS. PLEASE ENSURE THAT YOU HAVE A LICENSED COPY OF ALL NECESSARY SOFTWARE.

**53.5 Limited Warranty.** The Services may not be successful because the problem may be beyond Our ability to resolve remotely. If You have purchased an Individual Service from Us, then the following warranty applies: if We are not able to answer Your question

or resolve Your technology problem and You have complied with all of Your obligations in these Terms, We will not charge You a fee for the Individual Service.

If You experience a problem with the resolution We provided and You call Us within five (5) days from the day You originally received the Individual Service, We will use commercially reasonable efforts to try to resolve Your problem at no additional charge. If those efforts are unsuccessful, We will refund the fees that You paid for the Individual Service. As set forth below, there are no other warranties for the Services. We make no warranties or representations with respect to advice, guidance, information or other content posted to the Site or otherwise supplied to the Site by any third party, and expressly disclaim all warranties, express or implied, with respect to content and other third party content available on the Site.

**53.6 DISCLAIMER OF OTHER WARRANTIES.** YOU UNDERSTAND AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL ADVICE, CONTENT, AND SOFTWARE) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS OF THE SERVICES, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ARLINGTON TV COOPERATIVE DOES NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED, ERROR FREE, OR SUCCESSFUL IN RESOLVING YOUR QUESTION OR TECHNOLOGY PROBLEM. ARLINGTON TV COOPERATIVE MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS, CONTENT OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES SHALL CREATE ANY WARRANTY. ANY CONTENT OR SOFTWARE THAT YOU ACCESS, DOWNLOAD OR USE WITH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH ACTIVITIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**53.7 LIMITATION OF LIABILITY.** IN NO EVENT SHALL ARLINGTON TV COOPERATIVE, ITS VENDORS, SUPPLIERS, AND REFERRAL PARTNERS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), MISPRESENTATION, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, SOFTWARE, CONTENT OR YOUR DEVICE AND OTHER TECHNOLOGY INCLUDING, WITHOUT LIMITATION, LOST SALES, LOST REVENUE, LOST PROFITS OR OTHER LOSS OF BUSINESS, LOSS OF OR DAMAGE TO DATA, OR COST OF SUBSTITUTE SERVICES EVEN IF ARLINGTON TV COOPERATIVE HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE TOTAL LIABILITY OF ARLINGTON TV COOPERATIVE, ITS VENDORS, SUPPLIERS, AND REFERRAL PARTNERS TO YOU IN THE AGGREGATE FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OR YOUR USE OF THE SERVICES, SOFTWARE OR CONTENT EXCEED THE GREATER OF THE AMOUNT PAID FOR THE SERVICES AT ISSUE OR US\$100.00.

**53.8 Use of Software and Tools.** We may need to download and/or run software on Your Device to help diagnose and resolve Your technology problem. We use several types of software: the first type provides Device system information to Us which helps Us diagnose and resolve Your technology problem, the second type allows Us to remotely control Your Device and modify its settings or software, and the third type generally consists of utilities and other tools to improve Device performance and help resolve Your technology problem. You acknowledge and agree that use of all the software and third party software and tools accessed, downloaded or otherwise provided or made available with the Services (collectively "Software") are subject to the license agreements that may appear or be referenced when You access or download the Software. You may not access, download or use any Software without agreeing to the terms and conditions of the license agreements without modification. You agree that We may download and utilize Software from third party Web sites and accept any applicable license agreements on Your behalf. You acknowledge and agree that We may download and install trial versions of Software that will expire and cease to function after a certain period of time (usually thirty days) unless You purchase a license to continue using such Software. You may use the Software only in connection with the Services and for no other purpose. You agree that We may, but are not obligated to, remove any Software downloaded to Your Device during the Services after We have completed or terminated the Services.

**53.9 Customer Responsibilities.** You must cooperate with Us and promptly respond to Our requests for information and comply with Our requests to take actions to resolve Your technology problem. In order to help resolve Your technology issue, You may be required to consent to the downloading and use of Software on Your Device and accept all applicable license agreements for the Software.

**53.10 Registration, Passwords and Security.** In order to use certain Software or Services, We may require that You register. During the registration process, You may be asked to designate, or We may designate for You, a user name and password. You are responsible for maintaining the confidentiality of any password or account information You receive from Us, and are responsible for all activities that occur using that password or other account information. You must provide complete and accurate

identification, contact, and other information required as part of the registration process. You must notify Us immediately upon learning of any unauthorized disclosure or use of Your password or other account information. We have no liability for any unauthorized use of the Services under Your account or on Your Device.

**53.11 Service Availability and Limitations.** The Services may not always be available in Your time zone or geographic location. The Services may not always be available due to system maintenance or Internet service disruptions. In order to obtain Subscription Services, You must at all times have current and functional antivirus software in place and running on Your Device. Failure to maintain such software may result in additional charges and fees. In order to purchase Subscription Services, Your covered Device(s) must be virus free (as determined by Us) at the time that You purchase the Subscription Service. If We determine that Your Device is infected by a virus, We may require that You purchase a Service to clean Your Device prior to obtaining Subscription Services. We reserve the right to terminate Your Subscription Service, upon notice, if We determine, in Our sole business judgment, that Your Subscription Service is being used (a) fraudulently, (b) maliciously, (c) by any person other than You, (d) for any Device other than a registered system, (e) unreasonably, or (f) in excess of five (5) completed, in-scope Service incidents per any ninety (90) day period. Subscription Services may be subject to additional requirements, limitations, and restrictions depending on the subscription level You purchased. Please refer to the Site for information about those restrictions.

**53.12 Use of the Services.** Your use of the Services is only for Your personal and internal business purposes on Your technology, and not for commercial use, including resale or transfer to others. You may not sell, lease or rent access to or use of the Services. You may not allow manufacturers, suppliers or vendors of Your technology, or providers of services relating to such technology, to access or use the Services. You may not use, download or copy any information, data, text, photographs, graphics, video, or other materials provided with the Services ("Content") unless: (1) You use the Content solely for personal, informational and non-commercial purposes; (2) Arlington TV Cooperative's or its vendors' trademarks and copyright symbol and statement set forth on each page of the Site appears on each downloaded or copied page; and (3) no modifications are made to any Content. The rights granted to You in connection with the Services constitute a license and not a transfer of title. We reserve the right to revoke the authorization to view, download and print the Content available on the Site at any time, and any such use shall be discontinued immediately upon notice from Us. Except as expressly provided herein, You may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any Content from the Services in whole or in part without Our prior written permission. Any rights not expressly granted herein are reserved by Arlington TV Cooperative.

**53.13 Restrictions.** You shall not: (a) "mirror" any Content on the Site on any other server without Our prior express written permission, (b) use the Service for any illegal purpose, (c) misuse, abuse or make any unauthorized use of any of Our, our customers' or suppliers' property, network, website, personnel or equipment, including but not

limited to interfering with or otherwise disrupting networks connected to the Service, (d) engage in any activities or actions in connection with the Services that infringe or misappropriate the intellectual property rights of others, including without limitation, copyright, patent, trademark, trade secret and confidential information, (e) engage in any activities that violate the personal privacy or publicity rights of others; (f) access, monitor or use data, traffic, computers, systems, facilities or networks provided with or accessible from the Services, without proper authorization, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (g) send unsolicited commercial messages, advertising, informational announcements or communications in any form ("SPAM") in connection with the Services; or (h) interfere with the Services or any system, service, network, or person accessible from the Services, including without limitation deliberate attempts to overload a system by the multiple postings of messages. If You have purchased personal Subscription Services the subscription applies to all peripheral devices (e.g. printers, cameras, home networks) that are attached to Your personal computer at the time that You purchase the Subscription Services. Activation or troubleshooting of other peripheral devices (e.g. devices that are acquired after the date of Your Subscription Services purchase) may require an additional fee.

**53.14 Modifications to the Services.** We reserve the right, for any reason, in Our sole discretion and without notice to You, to modify, terminate, change, suspend or discontinue any and all aspects of the Services, including Content, Software, features and/or hours of availability, and We will not be liable to You or to any third party for doing so.

**53.15 Security.** While We use reasonable security measures to deliver the Services, You understand and acknowledge that no data transmission over the Internet can be guaranteed to be 100% secure and in any event We cannot guarantee that any personal information You submit to Us will be free from unauthorized intrusion.

**53.16 Submissions.** All comments, feedback, information (other than Your personally identifiable information or billing information) or materials submitted to Us ("Submissions") shall be considered non-confidential and Our property. By providing such Submissions, You agree to assign to Us or Our designee, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. We shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. As part of any subscription Services purchased by You, You acknowledge and agree that We may retain some of Your personally identifiable information or billing information for purposes of record retention and for purposes of billing any renewals of the subscription Services, which shall not be subject to the foregoing assignment provision. You acknowledge that You are responsible for the Submissions that You provide, and that You have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright. You represent, warrant and agree that You shall not upload, post, transmit, distribute or otherwise publish through the Site, or any service or feature made available



on or through the Site, any materials which are, do, or could reasonably be construed to be or do any of the following:

53.16.1 restrict or inhibit anyone from using and enjoying the Site or the Site's services;

are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, or that threatens or invites violence, or that is derogatory of others on the basis of gender, race, ethnicity, national origin, religion, sexual preference or disability;

53.16.1 constitute or encourage conduct that would constitute a criminal offense, give rise to potential civil liability or otherwise violate any local, state, national or international law;

violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;

contain a virus, spyware, or other harmful component;

contain embedded links, advertising, chain letters or pyramid schemes of any kind;

53.16.1 constitute or contain false or misleading indications of origin, endorsement or statements of fact; or

53.16.1 contain sensitive, proprietary or confidential information about Yourself or others.

Except as may be expressly permitted in connection with one of the Site's services, You also may not offer to buy or sell any product or service on or through Your Submissions. We will not accept responsibility for any information included in any Submissions created or posted by third parties. You alone are responsible for the content and consequences of any and all of Your activities and You submit Submissions at Your own risk. By submitting or sending Submissions to Us, You: (i) represent and warrant that the Submissions are not confidential or secret, and no confidential or fiduciary relationship is intended or created between You and Us in any way, (ii) represent and warrant that the Submissions are original to You, that no other party has any rights thereto, and that any "moral rights" in Submissions have been waived, and (iii) You grant Us and Our affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, print, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, including for promotional and/or commercial purpose, and to authorize others to do so. We cannot be responsible for maintaining any Submissions that You provide to Us, nor are We responsible for any information included in any Submissions

(for example, without limitation, a blog post or any comments to blog(s) created or posted by Your users), and We may delete or destroy any such Submissions at any time.

**53.17 International Use.** Currently, the Services are only available for residents of the United States and Canada. We may, from time to time, offer promotions to residents of other countries. You agree to comply with all applicable laws and regulations, including without limitation, United States export laws and regulations. You represent and warrant that You are not on the United States' prohibited party list and not located in or a national resident of any country on the United States' prohibited country list.

**53.18 Proprietary Rights.** Arlington TV Cooperative respects the proprietary rights of software and hardware manufacturers and will not install or support unlicensed materials. The Services, and the Software and Content provided with the Services, are protected by law including copyright, trademark, service mark, patent or other proprietary rights and laws. Arlington TV Cooperative or its suppliers or vendors are the copyright owner or licensee of the Services, Software, and Content, unless otherwise indicated. If You make use of the Services, Software or Content, other than as expressly provided herein, You may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of Our trademarks, registered trademarks, service marks, other copyrightable material, patents or any other intellectual property by including them with the Services.

**53.19 Trademark Information.** All trademarks, product names, trade names, and logos used within these pages are the property of their respective holders. Use of other company trademarks, trade names, product names and logos or images of the same does not necessarily constitute: (1) an endorsement by such company of Arlington TV Cooperative's or its vendors' products, and (2) an endorsement of the company or its products by Sudentlink or its vendors..

**53.20 Links from and to the Site.** This Site may contain hyperlinks to Web sites that are not controlled by Us. We are not responsible for and do not endorse or accept any responsibility over the contents or use of these Web sites, including, without limitation, the accuracy or reliability of any information, data, opinions, advice or statements made on these Web sites. You may not provide any type of link to the Site without Our express written permission. We reserve the right, however, to deny any request or rescind any permission granted by Us to link through such other type of link, and to require termination of any such link to the Site, at Our discretion at any time.

**53.21 Dealings with Third Parties.** In the course of delivering the Services to You, We may refer You to third parties, or the websites of third parties, that offer products and/or services that may facilitate the resolution of Your Device support issues or otherwise be of potential assistance to You. These third parties and/or their websites may also be linked and/or displayed on the Site. Although We may link or otherwise refer You to such products and services offered by third parties, unless expressly stated to the

contrary, such references, links and/or displays in no way mean, imply, suggest or constitute any evaluation or approval by Us of those merchants or their products or services. We are not responsible in any way for any other Web sites, products, services or information. Your dealings with other entities promoted on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such other entity. You agree that We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the promotion of such other entities on the Services. Likewise, any third parties that may refer You to the Services have no responsibility or liability for the Services provided by Us.

**53.22 TERMINATION.** WE RESERVE THE RIGHT TO CEASE PROVIDING THE SERVICES FOR ANY REASON AT ANY TIME AND INSTEAD, AS YOUR SOLE AND EXCLUSIVE REMEDY, REFUND THE FEES PAID FOR THE APPLICABLE SERVICES FOR THE TIME PERIOD, IF ANY, AFTER TERMINATION OF THE SERVICES. IF YOU BREACH THE TERMS NO REFUND WILL BE PROVIDED. OTHER THAN PROVIDING A REFUND WHEN WE TERMINATE FOR OUR CONVENIENCE, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR TERMINATION OF THE SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT UPON TERMINATION WE MAY IMMEDIATELY DEACTIVATE OR DELETE YOUR USER ACCOUNT AND ALL RELATED INFORMATION AND FILES IN YOUR USER ACCOUNT AND/OR BAR ANY FURTHER ACCESS TO THE SERVICES.

**53.23 Electronic Communications.** When You communicate with Us through the Site or other forms of electronic media, such as e-mail, You are communicating with Us electronically. You agree that We, on behalf of Ourselves and others who may be involved with delivering the Services (as applicable), may communicate electronically by e-mail and/or may make communications available to You by posting them on the Site, and that such communications, as well as notices, disclosures, agreements and other communications that We provide to You electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by Us.

**53.24 General Information.** The Terms together with the Privacy Policy and any applicable license agreements constitute the entire agreement between You and Us and govern Your use of the Services, superseding any prior or contemporaneous agreements between You and Us. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign the Terms or any of Your rights or obligations under the Terms without Our express written consent. The Terms inure to the benefit of

Our successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.