



## **<sup>1</sup>SERVICE AND EQUIPMENT AGREEMENT/TERMS AND CONDITIONS**

This agreement is made between the undersigned ("Customer") and THAMES VALLEY COMMUNICATIONS, INC. (hereinafter "TVC"), and is subject to applicable federal and state law. No other terms, conditions, warranties or representations (implied or expressed) shall be binding on, or imputed to, TVC except as expressly included herein. The parties agree as follows:

1. **GENERAL.** TVC agrees to provide the equipment, including, but not limited to, converters, remote control equipment, cable boxes and/or amplifiers, and the broadband service(s) ordered by Customer at the premises described below. Customer agrees to pay the rates and charges for said equipment and broadband services in a timely manner in accordance with the provisions of Paragraph 11, below. Customer acknowledges that he/she will be billed monthly in advance for the services and equipment received from TVC at TVC's then current rates. Charges for a partial month shall be pro-rated. Charges for Pay Per View and other services where charges are based upon actual usage or on orders placed the previous month will be billed in arrears. Customer agrees to notify TVC of any disputed charges within forty-five days of receipt of an invoice from TVC. Failure to pay all undisputed charges may result in discontinuance of service, the removal of TVC's equipment and the imposition of late fees and service charges. Customer acknowledges that all fees and rates charged by TVC are subject to change from time to time in accordance with applicable law. If Customer's service is disconnected for reason of non-payment, TVC shall reconnect service only upon payment by Customer of all delinquent fees and charges, and of all applicable reconnection charges, and collection expenses. TVC makes no warranties with respect to any equipment or service provided by it or with respect to the compatibility of its equipment with that provided by the Customer; i.e. television, VCR, etc.

2. **RIGHT TO INSTALL.** TVC shall have the right to install, inspect, maintain, service, alter, repair, replace and remove its equipment and any and all components of the broadband system on the premises to be serviced. Customer represents that he/she is the owner of the premises identified below. Otherwise, Customer represents to TVC that he/she has notified the owner of the premises and has secured the owner's permission to have broadband services installed.

3. **ACCESS TO CUSTOMER'S PREMISES.** Customer agrees to allow representatives of TVC access to Customer's premises at all reasonable times to install, inspect, repair, alter, service repair and maintain its equipment and, upon termination of this agreement, to remove any and all equipment from the premises, provided however that failure of TVC to remove its equipment shall not be deemed an abandonment thereof.

4. **OWNERSHIP OF EQUIPMENT.** Unless otherwise indicated on the face of this agreement all of the equipment delivered and installed hereunder or pursuant to any subsequent installation shall at all times remain the property of TVC and shall not become a fixture. TVC may, at its sole option, supply new or reconditioned equipment. TVC agrees to repair or replace, in its sole discretion, any equipment that is defective in materials or workmanship without charge to Customer. Customer agrees that if he/she does not return the equipment to TVC in good condition, reasonable wear and tear excepted, immediately upon termination of this agreement, Customer shall be liable to TVC for an amount equal to the value of any equipment which is stolen, lost, damaged or destroyed for any reason during the term of this agreement (up to \$650.00 per converter and up to \$50.00 per remote unit unless a different amount is stipulated). Because the equipment allows customer to continue to receive broadband services, Customer shall also be liable for continuing monthly charges until the equipment is returned. TVC is not responsible for the maintenance or repair of any equipment provided by Customer, including, without limitation, television sets, DVDs, VCRs and other video or audio equipment and remote controls.

5. **BATTERIES.** TVC does not warrant the useful life of any of the batteries needed for the operation of any remote control unit or other equipment.

6. **SYSTEM REPAIR/MAINTENANCE.** (A) Except as provided in Paragraph 6B, below, all repairs and/or modifications of the equipment or broadband system shall be made only by an authorized employee or agent of TVC. Customer shall be responsible for the cost of any repair or maintenance caused by Customer's negligence or misuse of the equipment or system. In order to provide a good quality signal, TVC will periodically perform preventative maintenance checks within the broadband system which may cause brief interruptions in service. Upon notice by the Customer, TVC agrees to provide appropriate credit for a known service interruption of twenty-four (24) hours or more provided said interruption is not caused by Customer. Except as provided herein, TVC shall not be liable for any failure or interruption of program transmissions or service resulting in part or entirely from

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<sup>1</sup> Version 1.2

circumstances beyond TVC's reasonable control. In no event shall TVC be liable for any incidental or consequential damages as a result of such failure or interruption of transmissions or service.

(B) Customer may, at his or her discretion, move existing broadband outlets or install additional broadband outlets on the Customer's premises. If Customer moves one or more outlets or installs additional outlets, he or she shall do so in manner which does not cause signal leakage. Customer acknowledges that the installation of additional broadband outlets may require additional equipment from TVC. Customer agrees that if TVC is required to make a service call to repair any damage, including, without limitation, signal leakage, resulting from the relocation of or the installation of additional broadband outlets, Customer shall pay for such service call.

7. **UNAUTHORIZED ATTACHMENTS OR MODIFICATION.** Except as otherwise provided in Paragraph 6 above, Customer agrees not to disturb, tamper with, re-route, alter, remove or in any way interfere with any component of the broadband system after installation by TVC, without TVC's prior written consent. Customer further agrees that he or she shall not attach any device except a standard television, A/B switch, videocassette recorder, DVD, video game unit or similar, compatible consumer device to TVC's system. Any unauthorized connection or modification may, in TVC's sole discretion, result in disconnection of service and TVC shall be entitled to recover damages including but not limited to the value of any services obtained from TVC without payment, the cost of repairs, plus reasonable collection costs and attorney's fees. Any unauthorized tampering or interference with the broadband system is a violation of state and federal laws and is subject to civil and criminal penalties.

8. **TAXES.** Customer agrees to pay all federal, state, and local taxes which now or in the future may be imposed on broadband service and/or equipment provided by TVC.

9. **COSTS AND ATTORNEY'S FEES.** If Customer breaches this agreement or fails to abide by TVC's rates, rules and regulations, TVC, at its sole option, may discontinue the service and remove the equipment. Customer agrees to pay all reasonable costs, including, without limitation, reasonable attorney's fees in the event TVC shall deem it necessary, or appropriate, to enforce its rights under this agreement including, without limitation the collection of any past due amounts owed by Customer.

10. **ASSIGNMENT.** Customer may not assign or transfer any equipment owned by TVC nor any of its rights, duties, or obligations under this agreement to any other person without the prior written consent of TVC, which may be withheld.

11. **INCORPORATION OF RATES AND CHARGES.** Customer acknowledges receipt of a copy of TVC's current schedule of rates and charges, which schedule is incorporated herein and made a part of this agreement by reference. Customer acknowledges that said schedule of rates and charges is subject to periodic modification in accordance with State and Federal law, and agrees that this agreement shall be modified from time to time to incorporate all such changes to TVC's schedule of rates and charges upon receipt of written notice of such changes in accordance with applicable law.

12. **CUSTOMER PROPERTY.** TVC shall have no responsibility for the condition or repair of any Customer provided equipment. Customer is responsible for the repair and maintenance of all Customer provided equipment such as, without limitation, a television set. TVC is not responsible or liable for any loss or impairment of reception of TVC's service due in whole or in part to a malfunction or defect in Customer provided equipment.

13. **REPRODUCTION OF PROGRAMMING.** Customer agrees that the programs and other services provided by TVC will be utilized solely for Customer's personal, non-commercial use and will not be duplicated except in compliance with all applicable laws.

14. **TVC's RIGHTS.** TVC has no obligation to monitor content or services accessible by means of its broadband cable system or the digital cable box. However, Customer acknowledges and agrees that TVC has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation to operate its programming and data information services properly, or to protect itself or its subscribers. Without limiting the foregoing, TVC shall have the right to determine, in its sole discretion, what constitutes an "inappropriate" or "commercial use" of its system, equipment, and services.

15. **TERMINATION FOR BANKRUPTCY.** TVC may terminate its service immediately in the event Customer makes an assignment for the benefit of creditors or a voluntary or involuntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt.

16. **TERMINATION OF SERVICE BY CUSTOMER.** Customer shall have the right at any time to terminate the service. Termination of service must be registered in person at the company's business office, by telephone, or by mail.

17. **PROGRAMMING AND OTHER CHANGES.** All programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, e-mail, data offerings and other services provided by TVC are subject to change in accordance with applicable law.

18. **LATE FEE.** If Customer's account is more than thirty days past due, he/she will see a reminder message on the monthly invoice and will be charged an applicable late fee on top of the past due balance (see Schedule of Rates and Charges). If Customer's account remains unpaid for more than forty-five (45) days, service may be disconnected. Customer may incur other charges as a result of late payments or bounced checks, including, without limitation, requiring a security deposit. For details regarding additional charges, see TVC's current schedule of rates and charges, which is incorporated into this agreement.

19. **DISCLAIMER.** TVC assumes no liability for any program, services or information distributed over the broadband system unless locally produced by TVC. TVC shall not be responsible for any products, merchandise or prizes promoted on, or purchased through the use of, the broadband system unless such products, merchandise or prizes are provided directly by TVC. Customer acknowledges that he or she may be able to access services provided by third parties through the system and that he or she may incur charges for the use of those services. Customer acknowledges that any charges, including applicable taxes, for use of such services are not the responsibility of TVC, and agrees to indemnify and hold TVC harmless.

20. **PARENTAL CONTROL.** A Parental Control feature is available on the digital cable box, if Customer wants to keep his or her children from watching certain programming. Please note that in the event Customer deactivates the Parental Control feature for even one channel or event, this will deactivate the Parental Control feature and unlock all previously locked channels. Therefore, TVC recommends periodic verification that the Parental Control feature is activated and operational. TVC is not responsible for Customer's failure to either properly activate, or maintain activation of, the Parental Control feature.

21. **LIMITATION OF LIABILITY.** Unless otherwise specifically provided in this agreement, TVC will not be liable to the Customer or to any third party for:

- A. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use by Customer of TVC's equipment, broadband system or services including, without limitation, any damage resulting from or arising out of the Customer's reliance on, or use of, TVC's cable box, or the mistakes, omissions, interruptions, deletion of e-mails, errors, defects, delays in operation, transmission, or any failure of performance of TVC's equipment or broadband services or services, including, without limitation, the cable box;
- B. any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use by Customer or a third party of TVC's equipment, or services infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party;
- C. any communication or information sent or received by the Customer utilizing TVC's system or equipment, including, without limitation, any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions or use by Customer; and
- D. without limiting the foregoing, the limitations provided in this Paragraph 21 apply to the acts, omissions, negligence and gross negligence of TVC, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to a cause of action against TVC in contract, tort or any other legal doctrine.

22. **PROHIBITED USES.** The Customer shall not use TVC's equipment, broadband system or services for illegal or inappropriate activities, including but not limited to:

- A. invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;
- B. modifying, disrupting or tampering with TVC's equipment, including but not limited to, tampering with the seal on the cable box, the access card or any of TVC's services;
- C. restricting, inhibiting or otherwise interfering with the ability of any other person to use or enjoy any TVC service, or the broadband system;

- D. reselling TVC service or services;
- E. conducting a pyramid or other illegal soliciting scheme; or
- F. impersonating any person or entity or forging anyone else's digital or manual signature.

Engaging in one or more of the foregoing activities may result in termination of this agreement by TVC and discontinuance of service. This Paragraph 22 shall not in any way limit TVC's rights of termination pursuant to any other provision of this agreement.

23. **LICENSE REQUIREMENTS.** Customer agrees to comply with all end user license requirements relative to any of the services which Customer accesses pursuant to the terms of this agreement.

24. **SECURITY.**

- A. Customer is solely responsible for any misuse of TVC's equipment or broadband services, even if the misuse was committed by a friend, family member, guest, employee or third party with access to Customer's premises or account.
- B. Neither TVC's equipment nor broadband system may be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. Furthermore, they also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.

25. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the Customer and TVC for the provision of cable television and related services. No undertaking, representation or warranty made by any agent or representative of TVC in connection with the sale, installation, maintenance or removal of TVC's services or equipment shall be binding on TVC except as expressly included herein. There is an additional agreement regarding the use of TVC's High Speed Internet access.

26. **AMENDMENT.** TVC reserves the right in its sole discretion, to change, modify, add or remove portions of this agreement at any time and may notify Customer of any such changes, modification or amendments to this agreement by posting notice thereof using the features of the digital cable box, or by sending notice via e-mail or postal mail. Customer's continued use of TVC's service and equipment following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such modification, change or amendment. If Customer does not agree to any modification, change or amendment of this agreement, Customer must immediately cease using TVC's equipment and services and notify TVC that Customer is terminating this agreement in accordance with Paragraph 16 of this agreement.

27. By his or her signature on the work order, Customer agrees to the terms and conditions of this agreement. By delivery of a copy of this agreement and the installation of the service and equipment set forth on the work order, TVC agrees to the terms and conditions of this agreement. This agreement shall be construed in accordance with the laws of the State of Connecticut and shall be binding upon the parties, their heirs, successors and assigns. Except as otherwise set forth herein, no modification of this agreement shall be binding upon TVC unless in writing signed by an authorized representative of TVC.