



COMMERCIAL SUBSCRIBER AGREEMENT / TERMS AND CONDITIONS UPDATED AUGUST 2020

This Agreement (the “Agreement”), the accompanying terms and conditions, and any Commercial Account Order Form, Service and Installation Agreement or Work Order, set forth the terms and conditions under which Atlantic Broadband (CT), LLC (f/k/a Thames Valley Communications, Inc.) (“TVC”) agrees to provide the Services described herein. The parties agree as follows:

1. **GENERAL.** TVC agrees to provide the undersigned commercial services subscriber (“Customer” or “You”) with the services selected by the Customer on the Commercial Account Order Form, Service and Installation Agreement or as subsequently agreed to by the Customer including High Speed Internet service (“Internet”), commercial digital voice services (“Voice”), commercial cable television services (“Video”) (each a “Service” and collectively those which are selected by the Customer “Services”) and associated equipment used in connection with the Services (“Equipment”) at the premises where the Services will be installed (“Premises”). Your signature on the Work Order, Commercial Account Order Form, Service and Installation Agreement or use of the Services, constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement. If you do not agree to comply with all of the terms of this Agreement, your sole and exclusive remedy is to discontinue your use of the Services ordered by You at the Premises.

2. **CUSTOMER CHARGES.** Customer agrees to pay the rates and charges for said Services, any surcharges or fees, and Equipment in a timely manner in accordance with the provisions in this Paragraph 2:

- a) **Installation fees and deposits.** Installation fees for Services and deposits on Equipment are payable in advance, at the time of, or prior to, activation or installation of the Services at your premises. TVC may verify your credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria.
- b) **Monthly Service.** Customer acknowledges that Customer will be billed monthly in advance for the Services and Equipment received from TVC at TVC's then current rates. You agree to pay for all Services provided to You by TVC including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Promotional pricing is exclusive of these surcharges, taxes and governmental or regulatory fees. Customer will be billed monthly in advance for the surcharges.
- c) **Partial Months.** With the exception of Voice Services, 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. Charge for Voice Services are billed in one-month increments. Termination mid-month will not result in a pro-rated charge.
- d) **Disputed Charges.** Customer agrees to notify TVC of any disputed charges within forty-five (45) days of receipt of an invoice from TVC. Failure to pay all undisputed charges may result in discontinuance of service, the removal of Equipment and the imposition of late fees and service charges.
- e) **Payment by Credit Card, Debit Card or Check.** If You provide a credit card or debit card number to TVC to pay for the Services, You thereby authorize TVC to charge that credit card or debit card for all amounts payable by you for ongoing charges until You notify TVC in writing that you are withdrawing this authorization or until You have paid all charges under this Agreement. If TVC does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If You make payment by check, you thereby authorize TVC to collect your check electronically.
- f) **Late/Other Charges.** You understand that TVC may impose an administrative late fee for each month's charges not paid when due. If Service is disconnected, TVC may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If your check is returned for insufficient funds, TVC may impose a service charge up to \$30.00. If You have not

paid amounts due within forty-five (45) days of the due date, and TVC uses the services of a collection agency and/or attorney to collect amounts due, You agreed to pay to TVC, in addition to other amounts due, all reasonable agency and attorneys' fees, including without limitation, court costs.

- g) Rate Changes. Customer acknowledges receipt of a copy of TVC's current schedule of rates and fees, which schedule is incorporated herein and made a part of this agreement by reference. Customer acknowledges that all fees and rates charged by TVC are subject to change from time to time in accordance with applicable law.
- h) Billing Commencement Date. The fees and charges for the Services begin to accrue on the day of installation.
- i) Reconnection. 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.

3. 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 on the premises to be serviced. Customer represents that you are the owner of the premises identified below. Otherwise, Customer represents to TVC that you have notified the owner of the premises and you have secured the owner's permission to have the Services installed.

4. 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.

5. EQUIPMENT.

- a) Ownership. Unless otherwise indicated on the face of this agreement all 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 you do 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 \$350.00 per converter and up to \$50.00 per remote unit unless a different amount is stipulated). Because the Equipment may allow Customer to continue to receive 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, other video or audio equipment, remote controls, routers and modems.
- b) Compatibility. At the time of initial installation of the Service, Customer's computer equipment must comply with Thames Valley Communication's current minimum computer requirements. The minimum computer requirements may change and Thames Valley Communications will make reasonable efforts to support previously acceptable configurations; however, Thames Valley Communications is not obligated to continue to provide such support. Customer may rent or purchase a cable modem from Thames Valley Communications or may purchase a DOCSIS 3.0 compliant, Thames Valley Communications approved cable modem from a third-party provider. Thames Valley Communications reserves the right to provide service only to users with Thames Valley Communications approved DOCSIS 3.0 compliant modems.

6. SYSTEM REPAIR/MAINTENANCE.

- A. Except as provided in Paragraph 6B below, all repairs and/or modifications of the Equipment or 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 TVC System. In order to provide a good quality signal, TVC will periodically perform preventative maintenance checks within the TVC System which may cause brief interruptions in service. TVC does not warrant the useful life of any of the batteries needed for the operation of any remote control unit or other Equipment 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 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 your discretion, move existing outlets or install additional broadband outlets on the Customer's premises. If Customer moves one or more outlets or installs additional outlets, you shall do so in manner which does not cause signal leakage. Customer acknowledges that the installation of additional 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 TVC System after installation by TVC, without TVC's prior written consent. Customer further agrees that you shall not attach any device except a standard television, A/B switch, videocassette recorder, DVD, video game unit, router, modem 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 TVC System is a violation of state and federal laws and is subject to civil and criminal penalties.

8. 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 Services 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.

9. ASSIGNMENT. Customer's subscription entitles Customer to use the Service. Customer's subscription is for Customer's business only. Customer may not assign or transfer this Agreement or any Equipment owned by TVC nor any of its rights, duties, or obligations under this Agreement to any other person or location without the prior written consent of TVC, which may be withheld.

10. CUSTOMER PROPERTY. TVC shall have no responsibility for the operation, maintenance 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, DVR, converter box, cable modems, audio receivers or other devices. 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. TVC makes no warranties with respect to any Equipment or service provided by it or with respect to the compatibility of TVC's Equipment with that provided by the Customer.

11. REPRODUCTION OF PROGRAMMING. Customer agrees that the Video Service and all 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.

12. MONITORING. TVC has no obligation to monitor content or services accessible by means of the TVC 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 customers. Without limiting the foregoing, TVC shall have the right to determine, in its sole discretion, what constitutes an "inappropriate" or "commercial use" of the TVC System, Equipment, and Services.

13. TERMINATION FOR BANKRUPTCY. TVC may terminate its Services 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.

14. RENEWAL. Unless stated otherwise in the Commercial Account Order or the Service and Installation Agreement, upon completion of the initial term (the "Service Term"), the Account will automatically renew for an additional one (1) year term unless Customer provides a written request for non-renewal ninety days prior to the end of the initial term or subsequent term.

15. TERMINATION AND SURVIVING OBLIGATIONS. Either party may terminate this Agreement at any time without cause by providing the other party with no less than ninety (90) days written notice of such termination. In the event of termination by Customer, Customer must notify TVC in writing by a non-electronic written submission. In the event of termination

by TVC, TVC may notify Customer of such termination by electronic or other means. Customer expressly agree that upon termination of this Agreement: (i) Customer will pay any Early Termination Fee due; (ii) Customer will pay TVC in full for Customer's use of any Equipment and Service up to the later of the effective date of termination of this Agreement or the date on which the Service and any Equipment have been disconnected and returned to TVC, including any charges on a pro-rated, partial month basis; (iii) Customer will permit TVC to access Customer's premises at a reasonable time to remove any Equipment and other material provided by TVC; (iv) Customer will ensure the immediate return of any Equipment to TVC and will return or destroy all copies of any software provided to Customer pursuant to this Agreement; and (v) TVC is authorized to delete any files, programs, data and e-mail messages associated with such account.

16. EARLY TERMINATION FEE. TVC may charge Customer, if prior to the end of the applicable Service Term, Customer terminates any Service without cause, an early termination fee ("Early Termination Fee") as set forth on the applicable Commercial Account Order or the Service and Installation Agreement incorporated into this Agreement. Any Early Termination Fee charged with respect to each Service terminated are in addition to all amounts payable by Customer in accordance with Section 16 herein.

17. DISCLAIMER. TVC assumes no liability for any program, services or information distributed over the TVC 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 TVC System unless such products, merchandise or prizes are provided directly by TVC. Customer acknowledges that you may be able to access services provided by third parties through the TVC System and that you 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. THE SERVICE IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY US, OUR OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES BY TVC, WRITTEN OR ORAL, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. WE DO NOT WARRANT THAT THE EQUIPMENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

18. PARENTAL CONTROL. A Parental Control feature is available on the digital cable box for Video Services, 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. For Internet Service, if a Customer wish to use Parental Controls, the Customer may use his or her own Parental Control software or features and TVC does not offer such an option directly to the Customer.

19. INDEMNIFICATION. Customer agrees to indemnify and hold TVC, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by any third party due to or arising out of Customer's use of or conduct on TVC. TVC will notify Customer within a reasonable period of time of any claim for which TVC seeks indemnification and will afford Customer the opportunity to participate in the defense of such claim, provided that Customer's participation will not be conducted in a manner prejudicial to TVC's interests, as reasonably determined by TVC.

20. 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, TVC 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, modems or routers 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 TVC System or Services, including, without limitation, the digital cable box, modem or routers
- 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 the TVC 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 20 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.

21. **PROHIBITED USES.** The receipt of Services without TVC's authorization is a crime. You understand that the law prohibits:

- A. Theft or unauthorized reception of video programming;
- B. Willful damage, alteration or destruction of Equipment;
- C. Assisting theft or unauthorized reception of cable programming.

You may be subject to both civil and criminal penalties for such conduct, and may result in termination of this agreement by TVC and discontinuance of Services. This Paragraph 21 shall not in any way limit TVC's rights of termination pursuant to any other provision of this Agreement.

22. **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. Thames Valley Communications grants to Customer a limited, nonexclusive, nontransferable and non-assignable license to install and use Thames Valley Communication's access software (including software from third party vendors that Thames Valley Communications distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service. Thames Valley Communications may modify the Licensed Software at any time, for any reason, and without providing notice of such modification to Customer. The Licensed Software constitutes confidential and proprietary information of Thames Valley Communications and Thames Valley Communication's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with Thames Valley Communications and its licensors. Customer agrees to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software distributed by Thames Valley Communications in connection with the Service. Customer shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. Customer acknowledge that the Licensed Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States. Customer agrees not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Customer's right to use the Licensed Software terminates upon termination of this Agreement.

23. **PRIVACY.** TVC Services utilize, in whole or in part, the public Internet and third-party networks to transmit voice, data and other communications. TVC is not liable for any lack of privacy, which may be experienced with regard to the service. Please refer to our Privacy Policy applicable to you at <http://www.tvconnect.com> for additional information.

24. **SECURITY.**

- A. Customer is solely responsible for any misuse of TVC's Equipment or 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 Equipment nor the TVC 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. **CONTACT INFORMATION:** TVC's contact information is provided on the Website. Please do not mail written correspondence with your invoice statement. Please submit all written correspondence to the TVC mailing address below:

Thames Valley Communications
Customer Care
295 Meridian Street

Groton, CT 06340
Customer Service Number: 860-446-4009
Email: info@tvconnect.com

26. PRIOR ACCOUNTS. Customer warrants that no outstanding balances are owed to TVC from previous accounts with TVC. If TVC finds a prior account with Customer that has outstanding balances owed to TVC, then TVC may apply any funds received to that prior account or transfer the outstanding balance from the prior account to the new Customer account.

27. CONSENTS FOR CUSTOMER CONTACT BY TVC. TVC may contact you in several means and this Section 35 outlines your consent to the various means of communication and contact:

- A. Consent to Phone Calls and Texts. You consent to TVC calling or texting you or authorizing others to call or text you on its behalf, including but not limited to, at any number you provide to TVC (or that TVC issues to you) for any purpose, including marketing TVC's Services. You acknowledge that being included in any state or federal "do not call" list(s) will not be sufficient to remove you from TVC's phone marketing list. If you ask to have your number placed on our "do not call" list, we will not call you at that number for marketing purposes. You acknowledge that you are responsible for charges for incoming text messages on your wireless phone(s).
- B. Consent to Contact by Email. You consent to TVC emailing you, at any email address, including that of a wireless or mobile device, that you provide to TVC (or that TVC issues to you in connection with Internet Service), for any purpose, including the marketing of TVC's current and future Services. If your wireless or mobile provider charges you for receipt of such messages, you acknowledge and agree that you are responsible for paying such charges. You may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing Customer Service.
- C. Consent to Electronic Notice. You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by TVC by such written means as TVC shall determine in its discretion. Without limiting the foregoing, and subject to applicable law, you agree that TVC may provide any notices, including notice of changes to any of the following: 1) this Agreement; 2) the Customer Privacy Notice; or 3) TVC's rates and services, by electronic means (including email to a verified email account). An online version of this Agreement and the Customer Privacy Notice, as so changed from time to time, will be accessible at <https://www.tvconnect.com/customers/policies/> or another online location designated by TVC, or can be obtained by calling TVC's customer service.
- D. Email Address for Notice. Upon TVC's request, you will provide TVC with a current email address that you regularly check so that TVC may provide notices and communications to you at that address.
- E. Survival of Contact Rights. TVC's right to contact you as described in this Section survives the termination of this Agreement.

28. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the Customer and TVC for the provision of the Services and Equipment. No undertaking, representation or warranty made by any agent or representative of TVC in connection with the sale, installation, maintenance or removal of Services or Equipment shall be binding on TVC except as expressly included herein. There are two additional agreements which are incorporated by Reference into this Agreement for Customer subscribing to the identified Services

- A. Internet Service: Acceptable use of Internet Service entitled "High-Speed Internet Acceptable Use Policy." The High-Speed Internet Acceptable is available at <https://www.tvconnect.com/customers/policies/>.
- B. Voice Service: Additional Provisions Applicable to Voice Service following Paragraph 32 of this Agreement.

29. ACCEPTANCE OF THIS AGREEMENT. Your use of the Services constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement.

30. 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 (i) by posting to our website www.tvconnect.com ; (ii) by sending you an email to the address for your account in our records; (iii) by mail or delivery service to your address of record; or (iv) by including it on or with your bill for Services. Customer's continued use of TVC's Services 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 Equipment and Services and notify TVC that the Customer is terminating this Agreement in accordance with Paragraph 15 of this agreement.

31. RESOLUTION OF DISPUTES:

- A. Mandatory Arbitration. Any dispute or claim between Customer and TVC arising out of or relating to this Agreement, the Voice Service Agreement, High-Speed Internet Acceptable Use Policy, Equipment and Services provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Groton Connecticut, and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT, OR THE SERVICES PROVIDED FOR HEREIN.
- B. Small Claims Exclusion from Arbitration. YOU AND TVC AGREE THAT ANY CLAIM FILED BY YOU OR BY TVC THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT WILL NOT BE SUBJECT TO ARBITRATION.
- C. Exclusion from Arbitration. The following will not be subject to arbitration: (1) any claim filed by TVC to collect outstanding balances for unpaid service or the theft of any service or equipment; or (2) any dispute over validity of either party's intellectual property rights or TVC's licenses to operate its business.
- D. Survival. This Arbitration Provision will survive the termination of your Services with TVC.

32. GOVERNING LAW / SEVERABILITY: 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. The laws of the State of Connecticut shall govern the Agreement and the relationship between you and TVC. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 39, you and TVC agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Connecticut and waive any objection as to venue or inconvenient forum. The failure of TVC to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement 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 Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

ADDITIONAL PROVISIONS APPLICABLE TO VOICE SERVICE.

- 1. Voice Service Provided: The Voice Service provides a voice connection to the public switched telephone system using voice over internet protocol technology, together with various other related features and functionalities. TVC may offer various service options from time to time, which may include flat-rated or metered calling or combinations of flat and metered calling. TVC's most current services are set forth in TVC's product description and which may be updated or changed from time to time. The Voice Service may also include various calling features (for example, Call Waiting, Call Forwarding, Caller ID, etc.), and international calls with per minute metered rates. Subscriber provided equipment, including telephones, fax machines, and/or computer dial up modems access the Voice Service using TVC Equipment. You understand and agree you are prohibited from reselling the Voice Service or the TVC Equipment or using them for dialup Internet service to a long distance number, autodialing, international dial back, continuous or extensive calling forwarding, telemarketing, fax broadcasting, fax blasting, or any use inconsistent with normal call patterns. TVC reserves the right to immediately terminate or modify the service without prior notice if TVC concludes, at its sole discretion, that the Voice Service is being used for any unauthorized use or in any unauthorized or objectionable manner. You understand that TVC will set limits, in its sole discretion, on the amount and length of time voice mail messages may be saved and that neither TVC nor any of its third party providers will be liable for any lost, erased or non-delivered voice mail messages.

2. Unauthorized Use: Subscribers are required to notify TVC immediately by calling the TVC customer support line at 860-446-4009, if the Telephone Adapter is stolen or if you become aware at any time that your Voice Service is being stolen or fraudulently used. When you call, you must provide your account information and a detailed description of the circumstances of the theft of the Telephone Adapter, or the circumstances of the fraudulent use of service. Failure to notify TVC in a timely manner may result in additional charges to you. Until such time as TVC receives notice of the theft or fraudulent use, you will be liable for all use of the Voice Service using a Telephone Adapter stolen from you and any and all stolen Voice Service or fraudulent use of the Voice Service.
3. Relocation: If you do not provide the correct address when you register for the Voice Services or if you relocate your TVC Equipment to a new address and do not register the new address with TVC, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. You will not relocate the TVC Equipment associated with the Voice Service. At your request, TVC may relocate the TVC Equipment within your Premises for an additional charge, at a time agreeable to you and to TVC. If you change service location, you must contact TVC for information on whether the TVC Equipment and Voice Services can be transferred to your new location and what the relocation will cost. If you wish to disconnect the Voice Services, you must contact TVC for information on the necessary procedures.
4. Power Source: Under certain circumstances, including if the electrical power and/or cable network or facilities of TVC are not operating, the Voice Service, including the ability to access emergency 911, alarm and security services, and medical monitoring services, will not be available. TVC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service. In the event of a power failure you may be required to reset your TVC Equipment or other equipment prior to utilizing the Voice Service.
5. Subscriber Equipment: In order to use the Voice Service, you must also provide certain subscriber premise equipment, such as a telephone handset or equivalent, telephone inside wire and outlets, and a powered electrical outlet. TVC does not provide subscriber premise equipment as part of the Voice Service. You represent that you either own the subscriber premise equipment or have the right to use it in connection with the Voice Service. TVC shall have no obligation to provide, maintain, or service the subscriber premise equipment that you provide. TVC makes no representation that any particular type or brand of subscriber premise equipment, such as facsimile, credit card readers, data terminals, alarm or other security systems will operate with the Voice Service or TVC Equipment.
6. Limit of Liability for Directory Assistance, White Pages, Yellow Pages or Other Directory Errors: TVC's liability arising from errors in or omissions of directory listings as a result of the TVC's negligence, shall be limited to and satisfied by a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. TVC, in accepting listings as prescribed by Subscriber, will not assume responsibility for the result of the publication of such listings in directories, nor will TVC be a party to controversies arising between Subscriber or others as a result of such publication.
7. Local Number Portability: In order to transfer, or "port" your existing telephone number to TVC Voice Service, you must authorize TVC as your local, long distance, and international call carrier. Until your number is successfully ported, you should not cancel your telephone service with your current provider or you may lose the ability to port your number. You will be notified by TVC when your number has been successfully ported. You understand that, on the date your telephone number is ported from your existing telephone provider, you will no longer be able to receive telephone service on that line. You must have TVC Equipment and the Voice Service installed as of that date to avoid interruption to your service. Your ported number will be your primary number. Local number portability may not be available in all areas and TVC makes no guaranty or warranty that you will be able to transfer, port, or retain your existing telephone number.
8. Phone Number Assignment: If you do not port your existing telephone number, a new phone number will be assigned to you based on the location of your Premises. The new phone number assigned will be your primary number. Once the number is assigned to you, you will generally not be able to change numbers except in extraordinary circumstances (for example, harassment, etc.) as determined by TVC in its sole discretion.
9. Third Party, Collect Calls, 900 or 976 Calling: In most areas, the Voice Service can be used to make or accept collect calls or third-party calls. The Voice Service cannot be used to place 900/976 or other pay-per-call services.

EMERGENCY SERVICES - 911 DIALING

TVC 911 Service is different from traditional 911 service.

TVC will route all 911 calls to the Public Safety Answering Point (PSAP), which serves your location, but the Service is different in a number of important ways from traditional 911 or E911 Service as described below. You agree to inform any persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the

important differences in, and limitations of the TVC 911 dialing Service as compared to traditional 911 or E911 dialing. The documentation that accompanies your Telephone Adapter includes stickers concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions to place the 911 Sticker on each telephone that you use with the Service. If you did not receive a 911 Sticker with your documentation, or you require additional 911 Stickers, please contact our customer care department at 860-446-4009.

How Emergency Personnel are Contacted and Physical Location. All 911 calls will be transferred to a PSAP, which serves your location. Enhanced 911 (E911) automatically allow the emergency operator to know the telephone number and address of the dialing party. The Service is designed to provide both your telephone number and address to the emergency operator, but the address the emergency operator will see is the registered service address you designated to TVC when you subscribed for the Service. Therefore, use of the Telephone Adapter from any location other than your registered service address (your premises) may provide the emergency operator with incorrect information regarding the location from which you are calling. Use from any address other than your registered service address is strictly prohibited. The location information that is provided by the Service to an emergency operator is always the service address that you provided to TVC when the Service was ordered.

Service Outages.

(a) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure your Telephone Adapter prior to utilizing the Service, including 911 Dialing. (b) Service Outages Due to Internet Outage. Service outages by Internet and network providers to TVC could prevent all Service, including 911 Dialing, from functioning. (c) Service Outage Due to Suspension or Termination of Your TVC Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning. (d) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement. (e) Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

Battery Backup. In the event of a power outage in your premises, any battery included in your voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that telephone or other service will be available in all circumstances. In the event of a loss of power that disrupts your local TVC cable system, the battery in your voice-enabled cable modem will not provide back-up service and the telephone service will not be available. For further information, please see TVC's Battery Backup Notice available at <https://www.tvconnect.com/customers/policies/>.

Possible Lack of Automatic Number Identification. It may not be possible for the local emergency personnel to automatically obtain your phone number when you dial 911. The system is configured to send the automatic number identification information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

Possible Lack of Automatic Location Identification. It may not be possible for the local emergency personnel to automatically obtain your registered service address when you dial 911. The system is configured to send the location information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 call may not be able to automatically obtain your address and direct emergency personnel if the call is dropped or disconnected or if you are unable to speak to tell the operator your address or if the Service is not operational for any reason.

DISCLAIMER OF LIABILITY AND INDEMNIFICATION. WE DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. WE DISCLAIM ALL RESPONSIBILITY FOR THE CONDUCT OF EMERGENCY RESPONSE CENTERS. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER TVC NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TVC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO

FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING, INCORRECTLY ROUTED 911 CALLS, AND/OR THE INABILITY OF ANY USER OF THE SERVICE TO BE ABLE TO USE 911 DIALING OR ACCESS EMERGENCY SERVICE PERSONNEL.

Alternate 911 Arrangements. If you are not comfortable with the limitations of 911 dialing with the Service, you should consider having an alternate means to summon emergency services or terminating the Service.

Security Systems: If you have a centrally monitored security system, TVC will make reasonable efforts to wire the system to allow the operation of your existing security system; however, TVC cannot guarantee that any such system will be in complete operational order following the installation without a complete test to your central station. Therefore, it is strongly suggested and your obligation to contact your security system provider to inform them of a change in providers and to request a complete operational test of such system immediately following installation of the Voice Service. In addition, it is your responsibility to test your security system on a regular basis. In the event of power outage or network outage (whether unplanned or maintenance related) cable related Service, including any security system which uses the Voice Service to connect to central station monitoring, will not function. As set forth in Section 4, you may install an uninterruptible power system.