



Express Video By Stowe Communications - Terms And Conditions

STOWE COMMUNICATIONS AGREEMENT FOR RESIDENTIAL VIDEO STREAMING SERVICES. ABOUT THIS AGREEMENT, OUR SERVICES, AND YOUR RIGHTS

Stowe Communications(s) will be provided to you and all persons who use the Service and/Stowe Communications Equipment ("you," or "your") on the terms and conditions set forth in this Agreement (the "Agreement") and any applicable tariffs, service guides, posted policies and procedures, by an operating subsidiary or affiliate of Stowe Communications providing such service ("Stowe Communications," "we," "us" or "our"). For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by or is under common control with Stowe Communications. Service(s) may include, but are not limited to, cable television and other video delivery service ("TV"), Stowe Communications Internet service ("Internet") and other such services as Stowe Communications may determine are ancillary to TV or Internet (each "Service" and collectively the "Services"). You may not modify this Agreement by making any typed, handwritten, or any other changes for any purpose.

GENERAL TERMS AND CONDITIONS: Acceptance of This Agreement: If you use or otherwise indicate your acceptance of the Service(s), you have accepted this Agreement and agree to be bound by its terms. 2. CHARGES AND BILLINGS a. Charges, Fees, and Taxes You Must Pay. You agree to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, monthly service to Stowe Communications (as defined below), purchases or rentals or other services, all applicable federal, state, and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, permitted fees and cost recovery charges, or any programs in which we participate. YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES, WHETHER IMPOSED ON YOU OR US, THAT BECOME APPLICABLE RETROACTIVELY. we will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via our rate card or other notice. We will provide you with notice of any change in our standard prices or fees or new prices or fees, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. • For Internet. Internet price information and additional terms are available at www.stowecomm.com (or an alternative site if we notify you).

Minimum Term Agreements: If you have agreed to a minimum term agreement, your price for Service(s) will be as specified for the duration of the minimum term agreement. b. How We Will Bill You. Unless you are subject to a minimum term, Service(s) are provided to you on a month-to-month basis. You will be billed monthly, in advance, for recurring Service charges, equipment charges, and fees. YOU MUST PAY THE FIRST MONTH'S SERVICE CHARGES, any STOWE COMMUNICATIONS EQUIPMENT CHARGES, DEPOSITS, ACTIVATION FEES AND INSTALLATION CHARGES ON OR BEFORE THE DAY WE INSTALL ANY OR ALL OF THE SERVICE(S). You may be billed for some Service(s) individually after they have been provided to you. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. You should consult our rate card for standard/ regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order we determine in our sole discretion.

Alternative Billing Arrangements. We may agree to provide billing services on behalf of third parties. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party We will not be responsible for any dispute regarding these charges between you and such third party. e. Payment by Credit Card or Check. Use of any credit card to pay for the Service(s) is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations shall have no legal effect.

f. Our Remedies if You Pay Late or Fail to Pay. 1. Late or Non-Payments: You may be billed fees, charges, and assessments related to late or non-payments if for any reason we do not receive payment for full amounts billed to you by the due date. No more than three (3) monthly late fees will be imposed for any single payment amount that is past due, regardless of the period during which the payment remains past due. 2. Fees Not Considered Interest or Penalties: We do not anticipate that you will fail to pay on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment. 3. Collection Costs: If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you change your telephone

number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls. 4. Suspension/Disconnect: If you fail to pay

the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s). g. Reconnection Fees and Related Charges. If you resume Service(s) after any suspension as described, we may require you to pay additional installation or activation fees. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law. h. Our Right to Make Credit Inquiries. YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. we will not discriminate in the application of our credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either us or by third party credit bureaus will be done in conformance with all applicable laws. We reserve the right to make credit inquiries even after having received a deposit from you with respect to our Services(s). i. Your Responsibilities Concerning Billing Questions. Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact us within 120 days of the date on the bill or you waive any such disputes or credits. We will investigate and respond to all complaints within five (5) business days of the receipt of the complaint, unless an investigation requires a search of historical records in which case we will respond within ten (10) business days. If a payment was not credited to your account, a copy of a cancelled check or money order may be required and the disputed amount will be set aside for up to ten (10) days. 3. REFUNDABLE DEPOSIT AND REFUNDS We may require you to pay a refundable deposit when you activate the Service(s), if you add Stowe Communications Equipment and/or Service(s) or if you fail to pay any amounts when they are due. Subject to applicable law your deposit will be credited to your account (without interest unless otherwise required by law) the earlier to occur of: (1) your account remains in good standing for twelve (12) months or (2) upon full disconnection of all Services. Refunds shall be provided within thirty (30) days of Service disconnection and the return of all Stowe Communications Equipment or as otherwise specified by applicable law in an amount equal to the credit balance on your account, if any, minus any amounts due on your account (including without limitation, any amounts owed for the Service(s) or for any Stowe Communications Equipment that is damaged, altered, or not returned).

CHANGES TO SERVICES: Subject to applicable law, we have the right to change our Service(s), Stowe Communications Equipment, rates and charges, at any time with or without notice to you. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability and equipment requirements. We may deliver any notice concerning changes to the Service(s) and our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our sole discretion: (1) by posting it on www.stowecomm.com or any other website about which you have been notified; (2) by mail or hand delivery to your Premises; (3) by e-mail to the e-mail address for your account in our records; or (4) by including the information on or with your bill for

Service(s). You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail, service texts, and all postings at www.stowecomm.com or any other website about which you have been notified. If any material change negatively affects your Service(s), you have the right to cancel your Service(s). Your continued receipt of the Service(s) for more than 30 days after the change, however, will constitute your acceptance of the change.

ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT: Premises. You agree to allow us and our agents the right to enter your property at which the Service(s) and/or Stowe Communications Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or Stowe Communications Equipment used to receive any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization. If we fail to keep an appointment with respect to TELEVISION installation, we will credit your account with a free installation of service. You agree to allow us and our agents the rights to insert hardware in the Customer Equipment, send software and/ or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities described in this paragraph. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or evidence that the owner provided such authorization.

MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE: Stowe Communications Equipment. "Stowe Communications Equipment" means all new or reconditioned equipment that we or our agent provides or leases to you, including, but not limited to, cabling or wiring (except for Inside Wiring) and related electronic devices, modems, routers and any other hardware and includes all software and programs contained within Stowe Communications Equipment or downloaded to Customer Equipment by us. You expressly agree that you will use the Stowe Communications Equipment exclusively in connection with the Service(s). You agree that except for the wiring installed inside the Premises ("Inside Wiring"), or equipment purchased by you from us, all Stowe Communications Equipment belongs to us or other third parties and will not be deemed fixtures or in any way part of the Premises. We may remove or change the Stowe Communications Equipment at our discretion at any time the Service(s) are active or following the

termination of your Service(s). You acknowledge that any addition to, removal of or change to the Stowe Communications Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the Stowe Communications Equipment, or permit any other service provider to use the Stowe Communications Equipment. The Stowe Communications Equipment may only be used in the Premises unless expressly permitted by us. At your request, we may relocate the Stowe Communications Equipment for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE STOWE COMMUNICATIONS EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You are responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Stowe Communications Equipment to us in an undamaged condition.

Customer Equipment Responsibility: We have no responsibility for the operation, support, maintenance or repair of any Inside Wiring or Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service(s), we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems and digital interactive televisions, at any time we determine it is necessary to do so. Such code updates may change, add or remove features or functionality of the Customer Equipment or the Service(s). Non-Recommended Configurations: Customer Equipment that does not meet our minimum technical or other specifications constitutes a "Non-Recommended Configuration", including, but not limited to: modems, routers and switches not currently certified by us as compatible with Stowe Communications Internet service or Customer Equipment, including, but not limited to: certain makes or models of television receivers or devices. We reserve the right to deny support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF A NON-RECOMMENDED CONFIGURATION COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR STOWE COMMUNICATIONS EQUIPMENT. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. **No Unauthorized Devices or**

Tampering: You agree not to attach or assist any person to attach any unauthorized device to, or otherwise tamper with, our cable network, Stowe Communications Equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s). If you make or assist any person to make any unauthorized connection or modification to or otherwise tamper with Stowe Communications Equipment or the Service(s) or any other part of our cable network, we may terminate the Service(s) and recover damages. You also agree that you will not attach anything to the Inside Wiring, Stowe Communications Equipment, or Customer Equipment, whether installed by you or us, which impairs the

integrity of our cable network or degrades our cable network's signal quality or strength or creates signal leakage. **Inside Wiring:** You may install Inside Wiring, such as additional cable wiring and outlets, provided that doing so does not interfere with the normal operations of our cable network. If you have us install or repair Inside Wiring, we will charge you for that service. Regardless of who installed it, the Inside Wiring is your property or the property of whomever owns the Premises. If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Inside Wiring. We will be responsible to repair any defects of the Inside Wiring installed by us for thirty (30) days after a new TV installation. You agree to comply with these terms and conditions and all end user license agreements in connection with the Service(s) including, without limitation, the Web Services Terms of Service, www.stowecomm.com, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate and you agree to destroy all versions and copies of all software received by you in connection with the Service(s). e. Revocable License. The Service(s) and Stowe Communications Equipment, including, but not limited to, any firmware or software embedded in the Stowe Communications Equipment or used to provide the Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Stowe Communications Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble or otherwise reverse engineer the source code of the firmware or software.

USE OF SERVICES: You agree that the Service(s) and the Stowe Communications Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You are prohibited from reselling or permitting another to resell the Service(s) in whole or in part, or using or permitting another to use the Stowe Communications Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any policy we post applicable to the Service(s). You acknowledge that you are accepting this Agreement on behalf of all persons who use the Stowe Communications Equipment and/or Service(s) at the Premises or at other locations authorized by us and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies including, but not limited to, our acceptable use and privacy policies. You are liable for all authorized and unauthorized use of the Service(s) and you agree to notify us immediately in writing or by calling 802-253-9282 during normal business hours if the Stowe Communications Equipment has been stolen or the Service(s) is used without your authorization. If you fail to notify us in a timely manner, the Service(s) may be terminated without notice and you may incur additional charges. YOU AGREE THAT WE MAY MODIFY

THE AUP OR OTHER POLICIES FROM TIME TO TIME WITH OR WITHOUT NOTICE, BY POSTING A NEW VERSION OF THE AUP OR OTHER POLICY YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL OTHER POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION. WE RESERVE THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICE(S). **ASSIGNABILITY:** Stowe Communications Agreement for Residential Services: This Agreement and the Service(s) furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under this Agreement with or without notice to you. **TERMINATION OF THIS AGREEMENT** a. **Term:** Except for those provisions which by their nature survive the termination of this Agreement, this Agreement will be in effect from the time that the Service(s) are activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install Stowe Communications Equipment, Service(s) charges begin the earliest of (1) the day on which you picked up Stowe Communications Equipment at our service center. **Termination by You:** Unless your Service(s) are subject to a minimum term agreement, you may terminate this Agreement for any reason at any time by notifying us in one of the following ways: (1) mailing a written notice to our local business office; (2) calling our customer service [during normal business hours] 802-253-9282 or by stopping in to the local business office in person at 172 Thomas Lane, Stowe, VT Prior to effecting such termination, or any other change to your account, we may verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) has been disconnected, and all Stowe Communications Equipment has been returned. Except for nonrefundable fees and charges, we will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due us for the Service(s), affiliate services, Stowe Communications Equipment, or other applicable fees and charges). **Suspension and Termination by Us:** Subject to applicable law, we reserve the right to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail). We may take these actions if we: (1) determine that your use of the Service(s) does not conform with the requirements set forth in this Agreement or the AUP, (2) determine that your use of the Service(s) interferes with our ability to provide the Service(s) to you or others, (3) reasonably believe that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, (4) reasonably believe that your use of the Service(s) interferes with or endangers the health and/or safety of our personnel or third parties. Our action or inaction under this

Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or other users. **Your Obligations Upon Termination:** You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service(s) and all Stowe Communications Equipment; 2. you will pay in full for your use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected; and 3. You will return all Stowe Communications Equipment to us at our local business office or to our designee in working order, normal wear and tear excepted within five (5) days of the date on which Service(s) are disconnected. If you are mobility impaired, upon your request, we will arrange for the pickup or exchange of Stowe Communications equipment at the Premises. 10. LIMITED WARRANTY THE STOWE COMMUNICATIONS EQUIPMENT AND THE SERVICE(S) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE STOWE COMMUNICATIONS EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

LIMITATION OF OUR LIABILITY. Application: The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of us and our underlying third-party service providers, agents, suppliers, distributors, licensors and business partners . Stowe Communications Agreement for Residential Services (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine. b. One Year Limitation Period. YOU MUST COMMENCE YOUR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS OR FACTS. YOU MUST NOTIFY US OF ANY BILLING DISPUTE WITHIN 90 DAYS OF RECEIVING THE CHARGES YOU DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT OR FACTS. IF FOLLOWING SUCH NOTIFICATION THE DISPUTE IS NOT RESOLVED TO YOUR SATISFACTION YOU MAY COMMENCE AN ACTION IN ACCORDANCE WITH THIS AGREEMENT FOR UP TO ONE (1) YEAR FROM RECEIPT OF THE DISPUTED CHARGES. c. Customer Equipment. YOU UNDERSTAND THAT CUSTOMER EQUIPMENT MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF THE SERVICE(S). THE OPENING, ACCESSING OR

USE OF CUSTOMER EQUIPMENT USED IN CONNECTION WITH THE SERVICE(S) MAY VOID WARRANTIES PROVIDED BY THE MANUFACTURER OR OTHER PARTIES RELATING TO THE CUSTOMER EQUIPMENT HARDWARE OR SOFTWARE. NEITHER WE NOR ANY OF OUR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, Loss, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT EXCEPT AS MAY BE CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY US, OUR SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY. d. Other Services or Equipment. BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST US FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE STOWE COMMUNICATIONS EQUIPMENT OR THE SERVICE(S) AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE(S) IN ACCORDANCE WITH SECTION 9. e. we make no representation or warranty that any software or application installed on Customer Equipment, downloaded to Customer Equipment, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the Service(s) if a virus or other harmful feature or software is present on your Customer Equipment. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call related to a virus or other harmful feature detected on the Customer Equipment. NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT. In addition, as part of the installation process for the software and other components of the Service(s), system files on the Customer Equipment may be modified. We do not represent, warrant or covenant that these modifications will not disrupt the normal operations of any of the Customer Equipment. We do not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not disrupt the normal operations of any of the Customer Equipment.

Disruption of Services: The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance. ("**High Risk Activities**"). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our immediate control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; labor disputes; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service(s). In all other cases of an interruption of the Service(s), you shall be entitled upon a request made within 90 days of such interruption, to a pro rata credit for any Service(s) interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service(s) and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasigovernmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S). In the event TV is interrupted for more than twenty-four (24) consecutive hours and of which we have received actual notice, we will issue a credit to your TV monthly service charges for the total period of the interruption in an amount proportionate to your regular monthly service charge. **For Internet:** In the event of an Internet interruption we shall repair the Internet interruption as soon as possible. This obligation is satisfied when repairs are made during a regularly scheduled appointment or within 24 hours of being notified of an Internet interruption. If the Internet interruption is not repaired at the time of the scheduled appointment, you will receive a prorated credit for each 24-hour period, or segment thereof that the Internet interruption continues beyond the scheduled repair call. In the event of a TV interruption (loss of picture or sound of one or more channel) lasting more than 8 hours, you are entitled upon request, to a pro-rata credit for such TV interruption. In the event of a TV interruption lasting between six (8) and twenty-four (24) consecutive hours, you are entitled to a pro-rata credit equal to one day of your monthly TV charge. **Third Parties:** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Service(s), including without limitation, their services, equipment, infrastructure, or content. We shall not be bound by any undertaking, representation or warranty made by an agent, or employee of ours or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Service(s), if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Service(s) except as specifically provided in this agreement:

Damages: EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING: Stowe Communications Agreement for Residential Services LOSSES, DAMAGES, OR COSTS: (1) ANY DIRECT INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE STOWE COMMUNICATIONS EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE STOWE COMMUNICATIONS EQUIPMENT, THE CUSTOMER EQUIPMENT OR THE SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE(S), THE STOWE COMMUNICATIONS EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); OR (2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE STOWE COMMUNICATIONS EQUIPMENT THE CUSTOMER EQUIPMENT OR THE SERVICE(S) BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Customer's Sole Remedies. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement.

INDEMNIFICATION AND LIABILITY YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US AND OUR EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), THE STOWE COMMUNICATIONS EQUIPMENT OR THE CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S). CUSTOMER PRIVACY NOTICE AND SECURITY: we will provide you with a copy of our customer privacy notice at the time we enter into an agreement to provide Service(s) to you, or as otherwise permitted by law. You can view the most current version of our privacy notice by going to www.stowecomm.com. To the extent we are expressly required to do so by applicable

law, we will provide notice to you of a breach of the security of certain personally identifiable information about you.

ENTIRE AGREEMENT: This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and us with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. Customers should file written complaints concerning any alleged misrepresentations and unfair or deceptive practices of Stowe Communications to: The Vermont Department of Public Service.

02022 Stowe Communications | Stowe, Vermont 05672 | All rights reserved |