

## KNOLOGY CUSTOMER SERVICE AGREEMENT

This document, along with your Service Order, the Knology Alabama Telephone Service Price List (if applicable), the Cable Television Subscribers Privacy Rights Notice, and Knology's Internet Appropriate Use Policy (if applicable to the services ordered), describes the terms and conditions under which Knology provides telecommunications, information and other services ("Service" or "Services"), as well as any related equipment ("Equipment") and constitutes the Agreement between you and Knology ("Agreement"). For purposes of this Agreement, "Knology", "We", "Our", or "Us" means such of Knology, Inc., Interstate Telephone Company, Valley Telephone Co., LLC, Globe Telecommunications, Inc., and ITC Globe, Inc., as well as subsidiaries, affiliates and any other person or entity doing business as Knology and providing Services and/or Equipment to You (and any agents of the aforementioned entities, including any billing agents). As a condition of using such Services and/or Equipment, you ("You" or "Your") agree to accept and comply with the terms of service set out in this Agreement. **The terms of this Agreement will apply to all Service(s) and/or Equipment you purchase from Us now, or in the future, unless such terms are superseded by tariff or the terms of a separate written agreement.**

### I. TERMS APPLICABLE TO ALL SERVICES

#### A. YOUR SERVICE

1. **Description.** We will provide the Services requested by You, as those Services are described by the Service Order or the Knology Alabama Telephone Service Price List (if applicable).

2. **Service Commitment.**

**2.1. Minimum Service Term.** If You terminate Service prior to the expiration of the Minimum Service Term associated with the Service option you have selected, You will owe any Termination Fees as described in your Service Order, this Agreement, or in the Knology Alabama Telephone Service Price List (if applicable), in addition to such other fees due and payable under this Agreement and any fees for the non-return of equipment.

**2.2. Initial Term; Renewal Term.** The initial Service Term is specified on the Service Order or the Knology Alabama Telephone Service Price List (if applicable), and, unless stated otherwise therein, begins on the date that the Service is activated and available for Your use. Thereafter, this Agreement shall renew automatically for successive periods of one month until terminated by You or Us.

3. **Equipment.** For the duration of Your Agreement, Knology will provide You any Equipment which We offer and which You have requested. You may lease said Equipment, which shall at all times remain Our property. We may, however, in Our sole discretion, permit You to purchase the Equipment. You are responsible for having a

compatible computer system with a Network Interface Card prior to obtaining broadband Internet Services. Unless otherwise prescribed in writing, Our only responsibility for installation of the Service is described in Knology's Standard Professional Installation Procedures Guide, which is available to You upon request. Any deviation from the Standard Professional Installation Procedures will result in the installation being classified as a Non-Standard Installation, in which event additional charges will apply. WE DO NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICES, OR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, TELEVISION, STEREO OR PERIPHERALS. You expressly permit Us to enter the premises for the purpose of installing, inspecting, maintaining, repairing, or (except for Equipment You own) removing any Equipment we provide to you. We do not offer computer and/or computer peripheral device service or maintenance.

With respect to the Premises, you represent and warrant that you are: (a) the owner of the Premises; or (b) a tenant or other lawful occupant of the Premises who possesses full authority to grant Knology the right to install and maintain its communications network and Equipment. You hereby give Knology or its authorized agent(s) the full right and authority to enter onto the Premises for the purpose of installing the Equipment, running wiring through the Premises through internal and exterior walls, and for doing all things necessary and reasonable to install the Equipment and associated facilities, whether for the purpose of telephonic or telegraphic messages or communications, or for the purpose of providing an electrical or other power source for any facilities. You will not remove the Equipment from the location within the Premises where it is installed, or permit anyone else to do so, without Knology's prior written permission. You shall not open, tamper with, make any changes to, or try to repair the Equipment, or permit anyone else to do so, without Knology's prior written permission.

You acknowledge that the Equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and you agree to pay Knology \$250.00 for each Digital Box and Remote, \$485.00 for each DVR and Remote, \$560.00 for each HD/DVR and Remote, \$350.00 for each Digital Box High Definition and Remote, and \$75.00 for each modem not returned to Knology upon termination by either you or Knology or the service for which it is required. Should you fail to return the Equipment, you permit Knology to automatically add charges for payment of the Equipment and draft the credit card or bank account that you have left on file with Knology. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Knology's withholding of any deposit still in our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment as those prices are set forth above.

You agree to abide at all times by the terms of any and all license agreements associated with any Equipment. Certain Equipment may be subject to third-party warranties which may be passed through us to you at no additional charge. Where you have bought and

paid for Equipment, we will comply with all reasonable requirements necessary to effect the pass-through of the warranty to you. At its sole option, we may replace defective Equipment on behalf of the manufacturer, provided that you follow all applicable procedures and obtain a Return Materials Authorization (RMA) number. We may, at our option, supply new or reconditioned Equipment to you. We will have no liability whatsoever to you or to any third party for any liability, loss, damage, or expense arising out of or relating to the use of equipment provided by you or by a third party.

**4. EMERGENCY 911 ACCESS.** You acknowledge that in the event of power failure, Our Services, including but not limited to, Digital Phone and Matrix, may not be capable of providing all aspects of telecommunications, such as access to emergency 911 services. At Your request, however, We will install and supply a standard telephone line at Our normal retail rates which may perform in the event of a power failure at Your premises. Your affirmative selection of a standard telephone line must appear on Your Service Order or You will be deemed to have refused that option. In the event that You use a Digital Phone or Matrix product to place a call requesting emergency 911 services, You acknowledge that unless You direct emergency personnel (directly or through a dispatcher) to a different address, such personnel attempting to provide emergency services will treat the request as having originated at the address listed on Your Service Order and will proceed to that address only.

## **B. YOUR RESPONSIBILITIES**

### **5. Use of the Service**

**5.1. Minimum System Requirements.** Your computer(s) or other premises equipment connected must meet certain minimum requirements in order to utilize the Service. It may also be necessary to install inside wiring or other facilities to complete installation of the Service. Any fees for such wiring and/or equipment will be billed to You based on the prevailing hourly rate for Our technicians and the cost of such equipment. You agree that We, and our employees, agents, contractors and representatives shall have no liability whatsoever for any damage, loss or destruction occurring as a result of the installation of any inside wiring and/or equipment at Your premises. You acknowledge that DSL requires a working telephone line and that You are solely responsible for the costs associated, directly or indirectly, with said line (which may be provided by Us as part of a bundle). **OUR LIABILITY, IF ANY, FOR FAILURES IN WIRING AND/OR EQUIPMENT, WHETHER CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS, CONTRACTORS AND/OR REPRESENTATIVES OR OTHERWISE, IS EXPRESSLY LIMITED TO A CREDIT FOR THE CHARGES BILLED TO YOU FOR INSTALLATION OF THE SERVICE.** You are obligated to notify Us immediately of any alleged failures in wiring and/or equipment installed by Us for which a credit allowance is desired. Before giving such notice, You are responsible for ascertaining that the trouble is not being caused by any act or omission in Your control, or is not in the wiring or equipment that You have furnished.

**5.2. Responsibility for Use.** You are responsible for Your own end users and their compliance with these Terms and Conditions. You acknowledge that the Internet may contain material or information that is unsuitable for minors and agree to supervise usage of the Service by minors.

**5.3. Compliance with Laws and Knology Policies.** You agree to comply with all applicable federal, state and local laws, rules and regulations in connection with Your use of the Service. If you have purchased broadband services, You agree to adhere to Knology's Internet Appropriate Use Policy, as it may be amended from time to time. A copy of the policy applicable to residential customers may be viewed at <http://www.knology.com/about/legal.cfm> and a copy of the policy applicable to commercial customers may be viewed at <http://www.knology.com/about/legal.cfm>

**5.4. Multiple Use of Account.** Unless otherwise authorized by Us, you agree not to permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to your modem and/or router to access the Service (including the establishment of a "WiFi" hotspot), but the Service may only be used at (depending on the class of service ordered) the single home, office or commercial location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which Service is provisioned by Us, unless otherwise authorized by Us. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents our ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or commercial location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. You may not use the Service for resale or license of any nature whatsoever without the prior consent of Knology, which may be given or withheld in its sole discretion. You are responsible for: (1) all access to and use or misuse of the Service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to your account or password(s), regardless of whether You authorized the use of the Services; (2) ensuring that all end users, including WiFi users, comply with all terms of the Knology Internet Appropriate Use Policy. You are solely responsible for obtaining sufficient identification of users of your WiFi network. You are responsible for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms and conditions contained in the Agreement. Any use of the Service other than as specified above constitutes a material breach of this Agreement, regardless of whether you receive any compensation for such

use, and may result in the immediate termination of the Service and the imposition of any Termination Fees, without prejudice to any other rights and remedies available to Knology under this Agreement, at law and at equity.

**5.5. Security.** You are solely responsible for the security of any device You choose to connect to the Service, including any data stored on that device. You assume any and all risks relating to the security of Your communications, data and network and its potential access by others, including, but not limited to the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You acknowledge Your responsibility to take reasonable measures to protect the security of any equipment connected to the Service, including maintaining at Your cost an up-to-date version of anti-virus and/or firewall software to protect Your computers from malicious programs. We may suspend your Service until the problem is resolved in the event of a malicious program infecting your computer that causes a violation of Knology's Internet Appropriate Use Policy. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension.

**5.6. E-Mail Privacy.** Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination and total privacy cannot be guaranteed. You agree that Knology may examine mail on its own mail servers when allowed under law or as part of system maintenance or troubleshooting, for example, when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand.

**5.7. Service Credits.** Unless otherwise stated in the Service Order or the Price List, if there is an interruption or failure of the Services for at least 24 hours caused solely by Knology and not by You, a third party, or other causes beyond our reasonable control, you may be entitled to a service credit.

## **6. Fees and Payment**

**6.1. Fees; Taxes; Charges; Payment Terms; other Charges.** All Knology bills are subject to payment in accordance with the terms stated on your bill, as set forth in this Agreement or in accordance with the Knology Alabama Telephone Service Price List (if applicable), without deduction or setoff of any kind. Any representation by a Knology representative contrary to the Agreement does not constitute an offer and thus may be corrected or modified. Recurring monthly fees are due and payable in advance of each monthly billing period for which You have purchased Service. Monthly fees are non-refundable. The initial invoice will include the fee for installation, and may include other applicable non-recurring installation charges including, but not limited to, charges for Equipment and inside wiring.

**(a) Statement.** Should we offer electronic statements, you must choose to receive, either an electronic or paper bill for Services. You will provide Knology with your name, address, telephone number and, in the case of a business, the name of a designated officer or agent. Should any of your billing information

change, you agree to notify Knology within the notice provisions set forth in this Agreement.

**(b) Payment.** You agree to remit a check, money order, credit card or debit card payment, or electronic funds transfer to the address provided by Knology in your Knology monthly statement, to any Knology local business office or to any electronic payment system adopted by Us. We will apply your payments first to any unpaid interest charges and then chronologically applied to the oldest invoice. If Your check, draft or similar instrument (collectively "check") is returned unpaid by a bank or other financial institution to Us for any reason, we will bill you a bad check charge of up to thirty dollars (\$30.00) or the maximum amount allowed by law. In addition, You are responsible for replacing the returned check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order prior to the payment due date. In such case, the bill is not considered paid until We receive full payment in immediately available funds. A fee of five dollars (\$5.00) may also apply if you request that a customer service representative cause your account to be debited, if such request is made by telephone.

**(c) Charges.** Each invoice for services is due and payable, and you will pay such invoice in full, within twenty-five (25) days of your receipt of the invoice. You agree to review each invoice promptly and to notify us of any billing dispute within fourteen (14) days of receipt of the invoice. You agree that, if you do not notify us of a dispute within fourteen (14) days of the invoice, you have waived all rights to dispute that invoice. You further agree to pay any sales, gross receipts, use, excise, access or other local, state or federal taxes and charges in connection with the provision, sale or use of the services (except for taxes measured on our gross income). You agree to pay interest on any amounts not paid when due, at the rate of 1.5% per month until such amount is paid in full, and an administrative charge of \$7.00 per month for reimbursement of collection costs. You agree that you are responsible for all charges for use of services and for related equipment, whether or not such use was authorized by you. You acknowledge that you have been provided with the rates and charges for services. Rates for interstate and international long distance telephone services are available on-line at [www.knology.com](http://www.knology.com)

**(d) Late Payment.** If payment is not received prior to the due date shown on the bill, You shall be charged a late payment fee of five dollars (\$5.00). If We do not receive payment by the due date We may suspend your Service or terminate this Agreement without notice. Such suspension or termination will not relieve You of your obligation for all billed and accrued charges, plus any Termination Fees. We reserve the right to correct and charge under-billed amounts for a period of ninety (90) days after the incorrect statement was issued.

**6.2. Payment Authorization.** If you arrange to participate in any electronic or draft payment system We may offer, We may charge Your credit card or debit card (a "Card Payment") or initiate an electronic funds transfer out of Your bank account ("EFT Payment") for payment of all Service fees, any Termination Fees or any other amounts payable under the Agreement. You must provide current, complete, and accurate

information for Your billing account and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number). If We are unable to process and receive payment via Your credit or debit card, Your account may be immediately suspended or terminated, and You will remain responsible for all amounts owed Us under this Agreement. Your card issuer agreement governs use of Your credit or debit card payment in connection with the Service, your rights and liabilities as a cardholder, or for any charges related to your use of your charge over your credit limit or similar violations of your card issuer agreement.

**6.3. Disputes and Partial Payments.** We will make available to You a statement for each billing cycle showing payments, credit purchases and other charges. If You dispute the validity of a charge or need additional information regarding a charge, you must contact Knology within sixty (60) days of receiving the statement containing the charge. Such a dispute will not relieve you of your obligation to pay your full bill on time. We may, but are not required to, accept partial payments from You. If partial payments are accepted, they will be applied first to the oldest outstanding charges. If You send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, We may, but are not required to, accept them, without losing any of our rights to collect all amounts owed by You under this Agreement.

**6.4. Reconnection.** If Your Service is suspended or terminated due to Your default or violation of this Agreement, We may require before reconnecting service an additional deposit and a reconnection fee. Advance payments will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Such credit amounts shall not earn or accrue interest.

**6.5. Credit Inquiries and Deposits.** You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, enter this information in Your file and disclose this information concerning You to appropriate third parties for reasonable business purposes. If it is determined that you may be a credit risk based on (1) an unsatisfactory credit rating or lack of credit history; (2) a record of late payments for either present or past bills (including Our bills); or (3) prior fraudulent, illegal, or abusive use of any Our services; then as a condition of service we may require that you place a deposit with us or make an advance payment to secure payment for the Services we provide to you. Your deposit and/or advance payment will not exceed the amount of twice the estimated amount of any monthly recurring charges, and for a residential customer, such deposit shall not exceed \$200.00. You will not receive interest on any advance payment, which will be applied to all subsequent bills until exhausted. You will receive interest on any deposit at the rate of seven percent (7%) or the maximum amount permitted by state law, which shall be added to and considered part of your deposit. If you fail to pay for the Services when due, we may, without providing you notice, apply the deposit to offset the amount you owe us. If you pay your bills by the due date for twelve (12) consecutive billing months, we will credit your account with the deposit. If there is a credit balance on your account after the

deposit is applied, we may refund or credit that amount to you. Please allow up to four (4) weeks for the processing of a refunded deposit.

**6.6. Credit Limits.** Based on your payment history or your credit score obtained from credit reporting agencies, We may set a credit limit on your account at any time. If you exceed your credit limit, we may restrict your access to the Services we provide, such as direct-dialed and operator-assisted long-distance services, calls requiring a 900 or 976 prefix, and pay-per-view cable television services. In the case of telephone service, this restriction on your access to the Services will not affect your access to or use of 911 emergency services.

## **C. REVISING, CANCELLING OR SUSPENDING YOUR SERVICE**

### **7. Modifications and Terminations**

**7.1. Modification of the Agreement, Including Price Changes.** From time to time, We may revise the prices and charges for Our Services as follows: (1) Price decreases or changes in the collection of taxes or government imposed fees or surcharges will be made with no prior notice to you; (2) Promotional pricing and terms, or other pricing commitments, will expire in accordance with the terms applicable to each promotion or commitment, without further notice to you. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the provisions of this paragraph; (3) All other price increases, or changes in non-pricing terms and conditions will be effective no sooner than thirty (30) days after we provide written notice to you. Such written notice under this paragraph may be provided in a bill insert, as a message printed in or on Our bill, in a separate mailing, by email, or by any other reasonable method at Our discretion. Because programming is subject to change, and because Knology is subject to unpredictable cost increases from the many programming and content providers, Knology reserves the right to adjust pricing of cable television services and to change channel line-ups, as Knology sees fit, within the notice provisions set forth in this paragraph. Knology will adjust its pricing in order to maintain the value of its products to our customers. If you do not accept the modified rates, charges, or terms and conditions of the Agreement, or the modified operation of the Service, you must terminate the Service and this Agreement in writing within thirty (30) days of the date of the notice. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. **YOUR SOLE REMEDY FOR ANY CHANGE MADE BY US IS THE RIGHT TO TERMINATE THIS AGREEMENT BY THIS DEADLINE.**

**7.2. Modification of the Service.** We may discontinue, add to or revise any or all aspects of the Service in Our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. Without limiting the foregoing, We reserve the right at Our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, or other content provided to You by Us in connection with the Service. We may, but are

not required, to notify You by e-mail, online via one of more of the websites within the Service or by other electronic notice at least thirty (30) days before any material change in the Service if within Our control or as early as practical if caused by a third party. If You do not agree to such changes, then You must cancel Your subscription and stop using the Service prior to the effective date of such changes. Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. In addition, for Broadband customers We may take any action consistent with our Internet Appropriate Use Policy, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if Your e-mail account has not been accessed by You within a time established by Knology from time to time, in Our sole discretion, (c) instruct Our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Us or our subscribers, subject to the provisions contained in Section 9 of this Agreement, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

**7.3. Termination by You.** You may cancel Your order before the first of the Services ordered is installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether You are actually using such Service or have connected it to any equipment inside Your premises. If You cancel Your order after installation, You will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned Equipment and any Termination Fees. If You have agreed to Service for a specific number of months, You acknowledge that the Termination Fee consists of 100% of the monthly recurring rate in the agreement times the number of months remaining under the term of the Agreement. Any termination notice must be by telephone, in person during normal business hours, or by email, and must be acknowledged in writing. Termination of service after installation shall be effective upon five (5) business days' notice. You may terminate the Services if no action is taken by Us within thirty (30) days of notifying us of any material breach of the Agreement.

**7.4. Termination or Suspension by Us.** We may modify or terminate service as provided in Section 7.2. In addition to exercising any other rights under law, We may also terminate all Service upon: (a) Your failure to pay a bill by the due date shown on that bill; (b) Your breach or violation of any other material term or provision of the Agreement (including, if applicable, the Internet Appropriate Use Policy), provided that within thirty (30) days of notification by Us of a material breach, You fail to correct or otherwise remedy that breach; (c) Your use of the Service in such a way as to cause damage to or degradation of Our Equipment or system; or (d) Your insolvency, appointment of a receiver or trustee for You, Your execution of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving You as debtor under Bankruptcy Code. You acknowledge that if We terminate service pursuant to this Section, You will be responsible for all installation

and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned Equipment and any Termination Fees. If You have agreed to Service for a specific number of months, You acknowledge that the Termination Fee consists of 100% of the monthly recurring rate in the agreement times the number of months remaining under the term of the Agreement.

**7.5. Post-Termination or Suspension Obligations.** Except as provided herein, should your Service, or any portion, be terminated or suspended, all amounts owed for prior Service will become immediately due and payable, in addition to any Termination Fees, and charges will accrue through the date that the suspension, restriction, or cancellation is fully processed by Us. Upon termination or suspension, You shall return all of Our Equipment relating to such Service immediately. You acknowledge that the Equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and you agree to pay us \$75.00 for each modem not returned to Us upon termination. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company. Should you fail to return the Equipment, We may automatically add charges for payment of the Equipment and draft the credit card or checking account that You have left on file with Us for payment. The failure to return any Equipment at the termination of the Service for which the Equipment was required will also result in Us withholding any deposit still in our possession, and the amount of that deposit will be credited towards the purchase price of the Equipment as those prices are set forth above. We retain sole discretion as to whether to allow Service to be reconnected after termination due to a breach or violation of the Agreement. You will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay any Termination Fees and other charges that may be due as a result of or in connection with such cancellation, termination or suspension. You will not, however, be responsible for any Termination Fees in the event of cancellation by Us under Section 7.2 unrelated to a breach or cancellation of this Agreement on your part or Your Termination under Section 7.1 or 7.2 due to a price or term modification that has the effect of increasing the cost of our service to you (other than a tax increase) or materially changing the Service, although you will remain liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance). Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any user of your account. You agree to pay the reasonable costs of any action We take to collect amounts not paid when due under this Agreement, including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

## **D. IMPROPER AND PROPER USE OF YOUR SERVICE**

### **8. Permitted Use and Restrictions on Use.**

**8.1. Responsibility for Use of the Service.** In addition to your other responsibilities under this Agreement, You agree: (i) upon request, to take all actions necessary in order to install and activate the Services; (ii) to provide adequate facilities to house and operate Our equipment; (iii) to not resell the Services to any third party except as provided in 5.4; (iv) to comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or this Agreement; (v) to be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, services or other equipment through the Services; (vi) to be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through your facilities, equipment or Service Address; (vii) if a business, partnership or joint account authorize and identify to us at least one individual who is authorized to represent you on any aspect of the Services and your account (including, all requests for moves, additions, deletions or changes to the Services) and to notify us of any changes to the billing address; and (viii) to notify us immediately of any loss of service or other problems with any of the Services.

**8.2. Software License.** Subject to the terms of this Agreement, We grant You a personal, non-exclusive, nonassignable and nontransferable license to use and display the software provided to You in connection with the Service (including any updates) only for the purpose of accessing the Service ("Software") on any machine(s) which You are authorized to use. Unauthorized copying or reverse engineering of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as We permit in writing. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination of this Agreement and the license.

**8.3. Restrictions on Use of the Service.** Knology reserves the right to immediately suspend the Service if You knowingly or otherwise engage in any prohibited activity under this Agreement. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with Our Internet Appropriate Use Policy located at the Internet address cited in Section 5.3, which is incorporated into and made a part of this Agreement, and you are responsible for compliance with such policies by others that use your service. You do not own, nor have any rights, other than those expressly granted to You, to a particular IP address, even if You have ordered a static IP address.

**8.4. Excess Bandwidth or Disk Space Utilization (Broadband Customers Only)** If Your usage violates or exceeds the limits set forth in the Internet Appropriate Use Policy, Knology may reduce the bandwidth available to You on a temporary basis or require You to upgrade to a Service offering providing for more usage. Continued violation of Internet Appropriate Use Policy is a breach of this Agreement by You and will result in the termination of this Agreement. Knology Internet access is not guaranteed. For specific limitations please see the description of the service plan selected on Your Broadband Services Application.

**8.5. No Unauthorized Use of Knology Equipment or Software.** You are strictly prohibited from altering, modifying, or tampering with the Knology Equipment, Software or Service or permitting any other person to do the same who is not authorized by Knology. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

## **E. OTHER**

**9. Use and Control of Information; Service Provider Communication; Content: Ads.** We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists, Your account information that does not identify You by name, address or similar personally-identifiable information, as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit Our use of other information not addressed in this Section. You agree that We, in Our reasonable good faith discretion, and without notice, may provide Subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, We may maintain and use internally such information and records. As between You and Us, any content or other information, data, or material originated or disseminated by You shall remain Your sole and exclusive property. Nothing herein shall be construed to grant Us any ownership right in, or license to, such content. However, all materials, including, but not limited to, any computer software (in object code and source code form), data or information developed or provided by Us or Our suppliers under this Agreement, and any know-how, methodologies, equipment, or processes We use to provide the Services to You, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Provider Materials") shall remain the sole and exclusive property of Us or Our suppliers. To the extent, if any, that ownership of these materials does not automatically vest in Us by virtue of this Agreement or otherwise, You hereby transfer and assign to Us all rights, title and interest which You may have in and to these materials. Information generated by or in connection with our administration of the Service shall be and remain Our exclusive property. You acknowledge that communications with Us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither You nor any user shall have any claim with respect to any proceeds from such activities

**10. Limited Warranty; Disclaimer of Warranties; Limitation on Damages.** THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KNOLOGY DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR SERVICES. KNOLOGY DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. BROADBAND SPEEDS, VIDEO AND TELECOMMUNICATION TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS OR INFORMATION ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY OUR EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION, VIDEO AND/OR DATA RESIDING ON OR PASSING THROUGH AND/OR OVER THE NETWORK.

WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICES OR EQUIPMENT SET OUT IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, UNAUTHORIZED OR ERRONEOUS INCLUSION OR EXCLUSION OF LISTING OR DIRECTORY INFORMATION IN A DIRECTORY DATABASE, AND/OR THE PUBLISHING OR FAILURE TO PUBLISH, AS APPLICABLE, SUCH INFORMATION), OUR LIABILITY OF AND THAT OF OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE GREATER OF TOTAL CHARGES APPLICABLE TO THE SERVICE FOR ONE YEAR OR THE THEN CURRENT TERM OF THIS AGREEMENT. IN THE CASE OF SERVICE INTERRUPTION, OUR LIABILITY SHALL BE LIMITED TO A PRORATED CREDIT FOR THE CHARGES APPLICABLE FOR THE PERIOD OF INTERRUPTION, AND AS OTHERWISE SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL WE OR OUR EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES, OR AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY YOU TO US, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. SHOULD WE PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES, THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH WORK. WITHOUT LIMITING THE FOREGOING, YOU SPECIFICALLY AGREE THAT WE SHALL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY THE SERVICES. YOU ACKNOWLEDGE THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT OUR LIABILITY AS PROVIDED HEREIN.

THIS SECTION 10 SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

**11. Dispute Resolution.** If You receive Services in Alabama, the Alabama Public Service Commission ("APSC") has jurisdiction over the following complaints arising from intrastate residential telecommunications (telephone) services: inaccurate billing, billing of telecommunications services not ordered on your behalf and the establishment or disruption of telecommunications service. If You are receiving the Services in Alabama, You may contact the APSC to file a complaint through its web page at <http://w.psc.state.al.us> or by telephone at 1-800-392-8050.

If You receive your Services in South Carolina, The Office of Regulatory Staff ("ORS") has jurisdiction over the following complaints arising from intrastate residential telecommunications (telephone) services: inaccurate billing, billing of telecommunications services not ordered on your behalf and the establishment or disruption of telecommunications service. If You are receiving Services in South Carolina, You may contact the ORS to file a complaint through its web page at <http://www.regulatorystaff.sc.gov/> or by telephone at 800-922-1531 or 803-737-5230 or in writing to 1441 Main Street, Suite 300, Columbia, SC 29201.

**IT IS IMPORTANT THAT YOU READ THIS SECTION CAREFULLY. IT PROVIDES FOR RESOLUTION OF DISPUTES (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), THROUGH FINAL AND BINDING ARBITRATION BEFORE A SINGLE NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (OTHER THAN ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US), INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING OF THE SERVICE RELATED THERETO, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §1-16. ANY QUESTION REGARDING WHETHER A PARTICULAR CONTROVERSY, OR THE PROCEDURES THEREIN, IS SUBJECT TO ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN THE ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT AND MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE, UNLESS EITHER PARTY REQUESTS THAT THE ARBITRATION BE CONDUCTED USING THE AM'S TELEPHONIC, ON-LINE, OR IN-PERSON PROCEDURES, FOR WHICH ADDITIONAL CHARGES MAY APPLY. ANY IN-PERSON ARBITRATION WILL**

BE CONDUCTED AT A LOCATION THAT THE AM SELECTS IN THE STATE OF YOUR PRIMARY RESIDENCE. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE KEPT CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW.

THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL OR CONSUMER, AS APPLICABLE, ARBITRATION RULES AND FEE SCHEDULE OF THE AM, AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AM RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT AND TYPE OF DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AM. A COPY OF THE AM'S ARBITRATION RULES IS AVAILABLE BY WRITING TO US AT 1241 O.G. SKINNER DRIVE, WEST POINT, GEORGIA, 31833.

DISPUTES UNDER THIS AGREEMENT MAY NOT BE JOINED WITH ANOTHER PROCEEDING, INCLUDING ANY INDIVIDUAL OR CLASS LAWSUIT. THE ARBITRATOR MAY NOT AWARD, AND YOU AND US WAIVE ANY CLAIMS FOR AWARDS FOR PUNITIVE OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS (2) AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES, OR WITHIN SUCH OTHER TIME PERIOD AS MAY BE PRESCRIBED BY RELEVANT STATUTE. BEFORE EITHER PARTY TAKES A DISPUTE TO ARBITRATION, SUCH PARTY MUST FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING THE OTHER PARTY. TO DO THIS YOU SHOULD CONTACT THE CUSTOMER SERVICE NUMBER ON YOUR BILL, OR WRITE TO US AT THE ABOVE ADDRESS OR CONTACT US THROUGH THE WEB AT WWW.KNOLOGY.COM. IF WE ARE NOT ABLE TO SATISFACTORILY RESOLVE THE DISPUTE WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF THE INITIAL NOTIFICATION OF THE DISPUTE, EITHER PARTY MAY CONTACT THE AM IN WRITING AT AM SERVICE CENTER, 2200 CENTURY PARKWAY, SUITE 300, ATLANTA, GA 30345-3203 (TEL 404-325-0101; FAX: 404-325-8034) AND REQUEST ARBITRATION.

THE AM'S FILING FEE AND ADMINISTRATIVE EXPENSES FOR DOCUMENT ARBITRATION WILL BE ALLOCATED ACCORDING TO THE RULES OF THE AM, EXCEPT, AS STATED HEREIN, FOR CLAIMS OF LESS THAN \$10,000, Knology WILL PAY ALL OF THE AM'S COSTS AND FEES OTHER THAN A FILING FEE OF \$20, WHICH YOU MUST PAY. FOR CLAIMS BETWEEN \$10,000 AND \$75,000, WE WILL PAY ALL OF THE AM'S COSTS AND FEES, EXCEPT THAT YOU WILL PAY A FEE TO THE AM OF NO MORE THAN \$375. IF YOU ELECT AN ARBITRATION PROCESS OTHER THAN A DOCUMENT ("DESK") OR TELEPHONE ARBITRATION, YOU MUST PAY YOUR ALLOCATED SHARE OF

ANY HIGHER ADMINISTRATIVE FEES AND COSTS FOR THE PROCESS YOU SELECT.

ADDITIONAL INFORMATION ABOUT THE AM'S RULES AND POLICIES IS AVAILABLE AT THE AM'S WEBSITE, WWW.ADR.ORG, INCLUDING INFORMATION REGARDING THE AVAILABILITY OF A PRO BONO ARBITRATOR AND/OR A WAIVER OR DEFERMENT OF FEES AND EXPENSES FROM THE AM. SUBJECT TO APPLICABLE SUBSTANTIVE LAW THAT MAY PROVIDE OTHERWISE, EACH PARTY WILL PAY ITS OWN EXPENSES TO PARTICIPATE IN THE ARBITRATION, INCLUDING ATTORNEYS' FEES AND EXPENSES RELATED TO THE PRESENTATION OF EVIDENCE, WITNESSES, AND DOCUMENT PRODUCTION. IF YOU PREVAIL IN THE ARBITRATION, YOUR ARBITRATION FILING FEE WILL BE REIMBURSED BY US. IF WE PREVAIL IN THE ARBITRATION, AND WE SHOW THAT YOU ACTED IN BAD FAITH IN BRINGING YOUR CLAIM AGAINST US, THEN WE MAY SEEK TO RECOVER THE AM'S FEES AND REASONABLE EXPENSES OF THE ARBITRATION FROM YOU. IF ANY PROVISION OF THIS DISPUTE RESOLUTION SECTION IS DETERMINED TO BE UNENFORCEABLE, THEN THE REMAINDER SHALL BE GIVEN FULL FORCE AND EFFECT.

THIS SECTION 11 SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US.

**12. Indemnification.** You shall indemnify and hold Us harmless from and against any and all claims, losses, damages, liabilities, fees and expenses incurred by Us (including attorneys' fees and expenses) or You resulting from, arising out of, or connected with any breach or violation by You of any terms and conditions set forth in this Agreement and Your use of the Service or Equipment in any manner whatsoever.

**13. Notices; Facsimile Signatures.** All notices required by this Agreement may be made by any reasonable means, including, but not limited to, email or publication over the Service. The delivery of any party to the other of a telecopy or facsimile signature to the Service Order, this Agreement or any notice hereunder shall have the same effect as the delivery of an original signature; provided however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy of facsimile signature).

**14. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns of You; provided, however, that neither the equipment nor this Agreement nor any of the rights, interests or obligations of You hereunder or to the equipment may be transferred, assigned or delegated without Our prior written consent.

**15. Governing Law and Forum/Collection Costs.** Subject to the arbitration and dispute resolution requirements of Paragraph 11, this Agreement is governed by and

construed in accordance with the laws of the State of Georgia and You consent to the jurisdiction of the federal District Courts of Georgia and the Circuit and District Courts of Fulton County, Georgia with respect to any dispute arising under this Agreement. Any final arbitration award or judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. You agree to pay all costs of collection, including all reasonable attorney's fees and expenses, incurred by Us arising from or related to the collection of any amounts due under this Agreement. The right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of any such activities and shall be enforceable whether such action is filed or prosecuted to judgment. Nothing herein contained shall be construed to preclude or in any way prohibit Us from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it. The printed or electronic version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative hearing based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**16. Force Majeure.** We are be excused from performance hereunder for any period, to the extent that We are prevented from such performance, in whole or in part, as a result of delays caused by an act of God or other causes beyond Our control, including, without limitation, weather, acts of third parties, or outages on other systems.

**17. Reformation; Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

**18. Waiver.** Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**19. Miscellaneous.** (a) The prices and charges for particular Service may depend on various factors including the length of a call, the time of day when a call is placed, the day of week when a call is placed, and the distance called. For long-distance calls placed by residential customers, the minimum call duration for a completed call is sixty (60) seconds, and calls are timed by Knology in sixty (60) second increments, with all calls rounded up to the nearest higher sixty (60) second increment. For long distance calls placed by business customers, the minimum call duration for a completed call is thirty (30) seconds, and calls are subsequently timed by Knology in six (6) second increments. Where charges for Service vary due to time of day, time periods are determined by the local time of the location where you make the call. When a call is established in one rate

period and ends in another rate period, the rates are based on the portion of your call that occurs within each rate period. "Ring-busy" and "ring no-answer" calls will not knowingly be charged to you and if charged in error, will be credited by Knology to you. Timing begins at the "starting event" and ends at the "terminating event." Time between the starting event and the terminating event is the call duration. There shall be no charge for unanswered calls. When a percentage discount is applied, the resulting discount will be rounded up from .5 cents to the nearest cent and rounded down from less than .5 cents to the nearest cent; (b) This Agreement, along with the Service Order, the Knology Alabama Telephone Service Price List (if applicable) and other documents incorporated by reference herein, constitutes the entire agreement of the parties with respect to the Services and/or Equipment provided hereunder, above, and cannot be amended or modified except as provided in this Agreement.

**20. Carrier Service Fee** (a) If Knology provides your local and long distance telephone service you will be charged \$1.61 per line per month. This fee helps Knology cover administrative expenses for national and local regulatory fees and programs, as well as connection and account servicing charges. In the competitive industry we are in, we cannot afford to continue to absorb these costs that have been imposed on us. For more information call 1-866-914-7220 or visit [www.knology.com/carrierservicefee](http://www.knology.com/carrierservicefee). This fee is not a tax or charge required by the government.

## **II. ADDITIONAL TERMS APPLICABLE TO HIGH SPEED INTERNET ACCESS**

**In addition to the Terms applicable to all services, the following additional terms are applicable to You if You subscribe to Knology's High Speed Internet Access Service.**

**1. Provision of Service.** You understand and agree that, subject to the terms and conditions of this Agreement, Knology shall provide You with Internet access and web site hosting services. You understand and agree that You are fully responsible for the use of the Service by You or by anyone You permit to use Your account, and that Knology reserves the right to terminate Your account or Service at any time, for any reason.

**2. Service Rates and Charges.** You agree to pay the monthly rate and other fees, including applicable taxes, for the Service as established from time to time by Knology. A copy of Knology's rates and charges for the Service will be available on-line at <http://www.knology.com/> and You will be provided with a copy of the applicable rates and charges upon request. Rates and charges, and other terms and conditions of the Service are subject to change by Knology from time to time by posting the changes on-line at <http://www.knology.com/>. Knology will invoice monthly for usage of the Service and for any other services utilized by you or other users of your account which are billed for by Knology in connection with the Service (including any applicable taxes), either directly by Knology or through Your designated credit card company. Payment for the Service, including any applicable taxes, must be received by Knology within thirty (30) days after the date of the invoice, and if any payment due hereunder is not made within thirty (30) days after the invoice date, late charges of one and one-half percent (1 1/2%) per month shall be due and payable with respect to such payment. You acknowledge that You may incur charges while using the Services. For example, charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. You agree that all charges, including all applicable taxes, shall be paid by You and are not the responsibility of Knology.

**3. Access and Authorization.** You authorizes Knology and its employees, agents, contractors and representatives to enter Your premises in order to install, maintain, inspect, repair and remove the Equipment. All such services will be conducted at a time

mutually agreed to by Knology and You. You are responsible for cancellation of any previous Internet access provider or service.

**4. Equipment Provided.** Knology or its agent or contractor may provide You with a cable outlet (if required), one cable modem, a network interface card (for desktop systems only, we do not provide network interface cards for laptop computers) and certain software (collectively, the "Equipment"). Knology will also provide a user manual and instructions on the use of the Equipment and the Services. The Equipment provided by Knology, when properly installed in Your computer, will allow You to access and use the Services.

**5. Installation.**

(a) Computer Equipment Requirement. Knology or its agent or contractor has provided You with materials which set forth the minimum hardware and operating system requirements necessary to use the Services. You represent and agree that You have reviewed those materials and that the computer in which the Equipment will be installed meets these minimum computer requirements. Further, You understand that You must possess original (or equivalent) media (CD, disk, etc.) for the Operating System in order for an installation to be successful.

(b) Back-Up Requirements. The installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outage or potential damage to Your computer. You acknowledge and agree that You are solely responsible for backing-up all existing computer files by copying them to another storage medium prior to installation of the Equipment, and prior to any inspection, maintenance, repair or removal of the Equipment. Knology and its employees, agents, contractors and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of Your software, files, data or peripherals.

(c) Access; File Modification. In order to install the Equipment, it may be necessary to open Your computer. In addition, as part of the installation process for the software, as when most software is installed on a computer system, files on Your computer, such as INI, BAT, SYS and DLL files, may be modified or deleted. Knology does not represent, warrant, nor covenant that such modifications or deletions will not disrupt the normal operations of Your computer, and Knology and its agents and contractors shall have no liability whatsoever for any damages resulting from the modifications or deletions.

(d) Full Installation. You agree to permit Knology to open Your computer in order to install the Equipment. Knology or its agent or contractor shall use reasonable efforts to install the Equipment to full operational status.

(e) Computer Warranty. You assume responsibility for impacts to or loss of any warranty associated with the opening of Your computer for installation of an internal card or DSL modem.

(f) Self-Installation. At Knology's sole option, Knology may permit You to perform installation of the Equipment or have installation performed by a third party selected by You. KNOLOGY DOES NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES OR PERIPHERALS. IN ADDTION, KNOLOGY AND ITS AGENTS AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE OR OPERATE THE EQUIPMENT OR SERVICES BY ANY CUSTOMER WHO CHOSSES THIS METHOD OF INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

**6. Fixed Location Service.** You acknowledge that this is a fixed-location service and may not be moved to a different residence (even if the phone number remains the same) or a different phone number without payment of the new connection fees and the early cancellation charge, if applicable. If You moves residences, You shall notify Knology.

**7. Use of the Services.**

(a) Other Agreements. You acknowledge and agree that the Services are for personal use only, and use of the Services is subject to the terms and conditions of Knology's then-current Terms and Conditions for High-Speed Internet Service and Knology's then-current Acceptable Use Policy (each of which can be found linked from the Knology Home Page at <http://www.knology.com> on the World Wide Web), as well as the license agreements associated with the software provided by Knology. Knology reserves the right to change its subscriber Internet Service Agreement and Acceptable Use Policy at any time.

(b) No Knology Liability for Content. You acknowledge that there is content on the Internet or otherwise available through the Services which may be offensive, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible through the use of the Services to obtain access to content which is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Knology assumes no responsibility for and exercises no control over the content contained on the Internet or otherwise available through the Services. In particular and without limiting the generality of the foregoing, Knology neither censors nor monitors the legality of any such content. All content accessed or received by You through the

Services is accessed and used by You at Your own risk, and Knology and its employees, agents, contractors and representatives shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to the access to or the receipt of such content by You.

(c) Knology Content Rights. Knology has no obligation to monitor the Services content. However, You acknowledge and agree that Knology has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Services properly or to protect itself or its subscribers. Knology reserves the right to post or to remove any information or materials, in whole or in part, that in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

**8. Provision and Transmission of Information.** We will not read Your outgoing or incoming e-mail, video mail, private chat, or instant messages, but we (or our third party providers) do store e-mail messages and video mail messages on computer systems for a period of time. We could be required to disclose these messages and communications along with other personally identifiable information about You to comply with law or to protect our Service as described in the Knology Acceptable Use Policy and the Knology Customer Service Agreement, both of which can be found at <http://www.knology.com/about/legal.cfm>. We also monitor the performance of our Service and Your Service connection in order to manage, maintain, and improve the Service and Your connection to it. We (or our third party providers) use tools to help prevent and block "spam" e-mails, viruses, spyware, and other harmful or unwanted communications and programs on the Service. These tools may automatically scan Your e-mails, video mails, instant messages, file attachments, and other files and communications in order to help us protect You and the Service against these harmful or unwanted communications and programs. However, these tools do not collect or disclose personally identifiable information about You. You should also be aware that any personally identifiable information You provided in forums, chat areas, instant message services, or bulletin boards may be read, collected, and used by others who access those services. We are not responsible for any personally identifiable information You choose to submit in forums, chat areas, instant message services, bulletin boards, or any other publicly accessible service or website.

**9. Third Party Advertisers. [INTENTIONALLY LEFT BLANK]**

**10. Specific Risks For Which Knology Shall Have No Liability.**

(a) Security Breaches. The Internet is a shared resource among many customers. Because of this, there is a risk that You could be subject to a variety of security breaches, including but not limited to eavesdropping and denial of service attacks. This means that other people may be able to access, monitor and/or alter Your files, data or other traffic sent or received using the Services, and/or negatively affect Your ability to use the

Services. Any information sent by You over the Services network is sent at Your sole risk, and Knology shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by You.

(b) FTP/HTTP Server Setup. You should also be aware that when using the computer to access the Internet or any other on-line network or service via the Services, there are certain applications, such as FTP (File Transfer Protocol) server and HTTP (Hyper Text Transfer Protocol) server, which may be used to allow other Service users and Internet users to gain access to Your computer. You are permitted to run such applications for Your personal use and within the limitations of Section 7 of this Agreement, provided, however, that You acknowledges and agrees that if You chooses to run such applications, You should take the appropriate security measures and that the risk of security breaches as described in Section 9(a) of this Agreement may be significantly increased. Knology shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from or arising out of or otherwise relating to the use of such applications by You, including, without limitation, damages resulting from other users accessing Your computer.

**11. Additional Limitation of Liability.** Knology's liability to You for direct damages shall be limited to a maximum of the fees paid by You to Knology for the Services during the twelve (12) month period prior to the time when Your claim for direct damages arose; provided, however, that Knology shall have no liability whatsoever for any damage to, loss of, or destruction of any software, files or data. In addition, Knology will not be liable to You or to any third party for: (a) any 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 of the Services by You or any other use of the Equipment or Services, including without limitation, any damage resulting from or arising out of Your reliance on or use of the Equipment or Services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the Equipment or Services; and (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 claim that the use of the Equipment or Services by You or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party. The foregoing limitation applies to the acts, omissions, negligence and gross negligence of Knology, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to the cause of action against Knology in contract, tort or any other legal doctrine. Your sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

## **12. Termination**

(a) **Termination Rights.** Either party may terminate this Agreement at any time by providing the other party with no less than twenty-four (24) hours written notice of such termination. You may also terminate this Agreement by providing verbal notice of termination to a Knology customer service employee contacted through Knology's published toll-free Customer Service number.

(b) **Minimum Service Agreement.** You agree to maintain the Services for the minimum service agreement period or pay the applicable Early Cancellation Fee. Both the minimum service period and the Early Cancellation Fee is included with Knology's published rates.

(c) **Customer Obligations Upon Termination.** You agree that upon termination of this Agreement: (i) You will pay Knology in full for Your use of Services up to the end of the billing cycle in which the Services have been disconnected; (ii) You will pay an Early Cancellation Fee, if applicable; and (iii) You will return or destroy all copies of any software provided by Knology pursuant to this Agreement, including all back-up copies.

## **III. ADDITIONAL TERMS APPLICABLE TO DIGITAL PHONE SERVICE**

**In addition to the Terms applicable to all services, the following additional terms are applicable to You if You subscribe to Knology's Digital Phone Service.**

**Digital Phone Service** is phone service that travels on Knology's private data network, utilizing an EMTA (Embedded Multimedia Telephone Adapter) that activates Your phone or phones and will act as the Cable Modem for Your Internet Access.

**1. Incorporation of Other Terms and Conditions.** This Agreement, in addition to the Knology Customer Service Agreement and the High Speed Internet Access Terms and Conditions, which are incorporated into this Agreement by reference, provide the terms and conditions governing Knology's provision of its Digital Phone to You. We are not bound by any other representation, warranty, term or condition, or statements or agreements made by any employee or agent of Knology, other than as specifically described in this Agreement.

**2. Residential Service.** Digital Phone as offered and provided under this Agreement is available only to residential customers of Knology.

**3. Limitation on Local and Long Distance Provider PIC.** You expressly agree that You will not have the option of subscribing to a "local only" or "long-distance only" service, nor will You be able to subscribe to a separate local, toll or long distance provider for use in conjunction with Knology's Digital Phone.

**4. Incompatible Equipment.** All non-voice communications equipment, including, but not limited to, home security systems that are not set up to make automatic phone calls, fax machines, and medical monitoring devices may not be compatible with Knology's Digital Phone. In order to maintain these functions, you may be required to maintain a separate telephone wire connection. Knology provides local telephone service. It is Your responsibility to request local telephone service in addition to Digital Phone service if You have equipment that requires a separate telephone wire connection.

**5. Changes to Service or Terms.** Knology has the right at any time to add to, modify, or delete any aspect, feature or requirement of Digital Phone. This includes (but is not limited to) equipment and system requirements. We also have the right to add to, modify, or delete any provision of this Agreement, any Terms of Use established by us. An online version of this Agreement and the Subscriber Privacy Notice are accessible at [www.knology.com](http://www.knology.com). We may revise the Agreement and/or the Subscriber Privacy Notice from time to time, and we may change the online location of these documents periodically. In accordance with any applicable law, Knology will notify You of any significant change in these documents. If You continue to use the Service after we change any of these documents and provide You notice of the changes, You will be deemed to have consented to the changes. If You do not agree to any changes, You should stop using the Service and notify Knology that You are terminating the subscription to Digital Phone.

**6. Customer Responsibility.**

(a) You are responsible in all respects (including payment obligations) for all use of the Service under Your account, whether or not You actually authorized the use. Your responsibility includes all calls to pay-per-call services, whether or not You actually authorized the call. You will be responsible for ensuring that all use of the Service under Your account fully complies with this Agreement.

(b) Digital Phone is a residential service offered for your personal, non-commercial use. The Service may only be used by you and members of your immediate household. You will not resell or redistribute (whether for a fee or otherwise) Digital Phone, or any portion the Service. You will not otherwise charge others to use Digital Phone, or any portion of the Service. You agree not to use Digital Phone for any enterprise purpose whether or not it is a for-profit enterprise. You may not transfer all or any portion of Your account, Digital Phone or the Knology Equipment to any other person or entity, or to a new residence or other location.

(c) You will not use Digital Phone for any unlawful purpose, or for any use which You have not obtained all required governmental approvals, authorizations, licenses, consents and permits. Knology may shut down Your Digital Phone, without prior notice, if we find, in our sole judgment, that Your use is unauthorized or fraudulent.

(d) Knology may shut down Your Digital Phone, without prior notice, if we find, our sole judgment, that Your use of the service is causing interference to others or You have tampered or allowed others to tamper with Knology Equipment. We may also shut down

Your Digital Phone, without prior notice, if there exist hazardous conditions that would make Your continued use of the service unsafe.

(e) You may not assign, or transfer in any manner, the Service or any rights associated with the Service without the prior written consent of Knology. Knology will permit You to transfer Your Service to another person or entity if You have paid all charges owed to Knology. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and the non-recurring installation charges will apply.

## **7. LIMITATIONS OF 911 / E911 CAPABILITY**

(a) The Service includes Enhanced 911 dialing ("E911"). CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF E911. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES OF THESE LIMITATIONS.

(b) Correct Address: For E911 to work in accordance with our specifications, Knology must have a correct service address for the location of your EMTA. If You do not provide the correct address when You register for the Service or if You relocate Your MTA to a new address and do not register the new address with Knology, E911 may fail in two ways: (i) 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. If you wish to relocate the EMTA and continue to use the Services including E911, You must seek authorization for the Service at Your new service address (if available), and update Your service address with us. Relocating the EMTA to a different address without first notifying Knology may be grounds for termination of this Agreement and Your Digital Phone Service

(c) Service Interruptions: E911 may not function if the Services are interrupted for any reason, including but not limited to failure of Your EMTA, incorrect configuration of Your EMTA, an extended power outage, failure of our network or facilities, or suspension or disconnection of your Services because of nonpayment.

(d) LIABILITY: YOU ACKNOWLEDGE AND UNDERSTAND THAT KNOLOGY WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE E911 FEATURE OR LIMITATIONS SET FORTH IN THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS KNOLOGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE

SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO E911.

(e) SERVICE INTERRUPTIONS CAUSED BY POWER FAILURE

Digital Phone Service utilizes a cable modem which requires electrical power and, in the event of a power outage or cable network failure, Emergency 911 services will not be available. You expressly acknowledge that You may lose access to and use of the Services, including E911, under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating, (ii) if electrical power to the cable modem interrupted and does not have a battery backup, and (iii) if the electrical power is interrupted and its battery backup fails. You also understand and acknowledge that battery backup may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Service will not function until normal power is restored. You acknowledge that the Digital Phone modem should always be positioned within four (4) feet of an electrical outlet and that extension cords should never be used.

**8. LIMITATION OF LIABILITY**

**In addition to the Limitation of Liability Provisions applicable to all services, the following additional Limitations of Liability apply to Digital Phone Service**

YOU AGREE THAT DIGITAL PHONE IS PROVIDED BY KNOLOGY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. KNOLOGY MAKES NO WARRANTY THAT DIGITAL PHONE WILL BE UNINTERRUPTED OR ERROR FREE. YOU FURTHER AGREE THAT ALL USE OF DIGITAL PHONE IS AT YOUR SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE KNOLOGY PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA KNOLOGY FACILITIES OR DIGITAL PHONE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR PHONE COMMUNICATIONS. YOU AGREE THAT NONE OF THE KNOLOGY PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR COMPUTER AND PHONE COMMUNICATIONS.

YOU UNDERSTAND THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF DIGITAL PHONE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO YOUR COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. YOU WILL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE KNOLOGY PARTIES WILL HAVE ANY LIABILITY, AND EACH EXPRESSLY

DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY KNOWLEDGE PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING DIGITAL PHONE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE DIGITAL PHONE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES, ANY ACTION TAKEN TO PROTECT DIGITAL PHONE, OR THE BREACH OF ANY WARRANTY.

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