

Bresnan Broadband of Colorado, LLC
Digital Phone Service Subscriber Agreement
Effective May 1, 2005
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The Bresnan Digital Phone Service (the "Service") is provided to you (the "Customer") by Bresnan Broadband of Colorado, LLC (the "Company") in accordance with the terms of this Agreement (the "Agreement"). Please read this Agreement very carefully, because by accepting, activating, using or paying for the Service, you agree to all of these terms, including, without limitation, to the prices, charges and terms and conditions set forth in this Agreement and/or currently posted, or posted in the future, on the web sites referred to in this Agreement, all of which are incorporated in this Agreement by reference.

The Service includes unlimited local calls, unlimited in-state calls, and unlimited long distance calls throughout the continental U.S., Hawaii, Alaska and Canada along with a number of calling features (e.g. Call Waiting, Call Forwarding, Caller ID, etc. - see Bresnan Digital Phone Guide or the Company's Service web site: "<http://www.bresnan.net>") all for one flat monthly fee, as well as International calls with per minute metered rates. Customer provided telephones, fax machines, and/or computer dial-up modems access the Service using the Company provided Digital Voice Terminal Adaptor (the "Bresnan Equipment").

The term "Customer" includes you and also each member of your household and any other individual who uses the Service, whether or not the individual is named on the account or owns, rents or uses the premises on which the telephone that is used to access the Service is located. Customer is responsible for all individuals using the Service and for ensuring that they understand and comply with the terms of this Agreement. Customer will be liable for any and all breaches of the terms and conditions of this Agreement by anyone accessing the Service from Customer's premises.

1. Equipment; Customer Premises Access; & Service:

(a.) **Required Equipment:** The Service requires certain equipment to be provided by Customer such as a touch-tone telephone (Rotary or Pulse only telephones are not supported) and internal wiring in Customer's Premises. The Service also requires certain equipment provided by the Company or its designee such as external wiring and related electronic equipment installed by the Company and including, without limitation, Bresnan Equipment. The Company shall have the unrestricted right, but not the obligation, to upgrade the Bresnan Equipment at any time that the Company, in its sole discretion, determines it is necessary or desirable. The Bresnan Equipment may be removed or changed by the Company at its discretion, at any time.

(b.) **Bresnan Equipment:** The Bresnan Equipment is the sole property of the Company or its designee, and is provided to Customer merely as a means through which the Service may be provided. Customer acknowledges that it has no ownership in the Bresnan Equipment. Customer will:

- not use the Bresnan Equipment for any purpose other than to use the Service pursuant to this Agreement;
- not service, alter, modify or tamper with the Bresnan Equipment or with the Service or permit any unauthorized person to do so;
- not sell, transfer, lease, encumber or assign all or part of the Bresnan Equipment to any third party;
- not relocate the Bresnan Equipment outside the Premises;
- assume responsibility and risk, if Customer relocates the Bresnan Equipment and Company will not be responsible for Customer's relocation of Bresnan Equipment to telephone jacks that do not work and/or any damage to Bresnan Equipment associated with the move (Upon Customer request, the Company may relocate the Bresnan Equipment within the Premises, but additional charges will apply);
- notify the Company when changing residences within the Company's Digital

Voice Service area and the Company will advise Customer concerning the possibility, costs, and procedures for transferring the Bresnan Equipment and Service to Customer's new residence, but the Company has no obligation to make such transfer; and

- notify Company when changing residences outside the Company's Digital Voice Service area and the Customer will be required to disconnect Service and return the Bresnan Equipment.

If any Bresnan Equipment is lost, stolen, not returned, damaged, sold, transferred, leased, encumbered or assigned, then, in addition to any other remedies available to the Company, Customer will pay to the Company \$250 for the replacement of the equipment.

(c.) **Power Source & Backup Battery:** Customer acknowledges that the Service does not have its own power source and that the Service will not work unless the Bresnan Equipment is connected to an independent power supply (e.g. active wall socket) provided by the Customer. The Bresnan Equipment does have an installed backup battery to supply power for phone service in the event of a power outage at the Customer's Premises for a limited period of time not to exceed eight (8) hours. If Service is also being used with Bresnan "OnLine" high speed Internet service, Customer acknowledges that continued use of the "OnLine" service during a power outage will decrease the battery backup life. Additionally, Customer acknowledges that any battery included in Bresnan Equipment may enable back-up Service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that the Service will be available in all circumstances. Under certain circumstances, including if the electrical power and/or cable network or facilities of the Company are not operating, the Service, including the ability to access emergency 911, home security, and medical monitoring services, will not be available. The Company will not be responsible for any losses or damages arising as a result of the unavailability of the Service.

(d.) **Access to Customer's Premises:** Customer authorizes the Company and its employees, agents, contractors, and representatives to enter Customer's premises at which the Service will be accessed (the "Premises") in order to install, maintain, inspect, repair and remove the Bresnan Equipment and the Service, and any Company provided equipment used in connection with the Service. The Company will arrange access at times agreeable to the Customer. Customer warrants and represents that: Customer is the owner of the Premises or Customer has permission of the owner and the authority to enter into this Agreement and to grant access to the Premises.

(e.) **Theft of Service:** Customer acknowledges that any unauthorized receipt of the Service constitutes theft of service, which is a violation of law and can result in both civil and criminal penalties. Customer will not, directly or indirectly, engage in or knowingly permit others to engage in any activity that constitutes theft of the Service. Customer will not connect the Service or any Bresnan Equipment to telephones outside of the Premises. In addition, if the violations are for commercial advantage or private financial gain, applicable penalties may be increased.

(f.) **Prohibited Uses of the Service:** Customer will not use the Bresnan Equipment or the Service, directly or indirectly:

- to undertake or accomplish any unlawful purpose;
- for commercial business purposes; it is for residential use only;
- for autodialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting; or
- to connect the Service to a device which converts use of the Service to an out bound trunk line by more than one individual.

(g.) **Third Party, Collect Calls, & Pay-per-Calls (e.g. 900/976 Numbers):** Service cannot be used to make or accept third party calls, accept collect calls, or place pay-per-calls (900/976 Numbers).

(h.) **Home Security Systems and Other Non-Voice Communications Equipment:** Home security systems and medical monitoring equipment may not be compatible with the Service. Customer has full responsibility for (i) contacting Customer's home security system provider or medical monitoring service provider in order to test Customer's applicable system's operation with the Service and (ii) the cost of any such testing or any fees for configuring Customer's home security system or medical monitoring system to work with the Service. Customer acknowledges and agrees that it uses the Service at Customer's own risk, and waives any claim against the Company for interference with or disruption of such systems resulting from or arising in connection with the operation of the Service.

(i.) **E911 Service:**

- The 911 service will not function if Bresnan Equipment fails, is moved or relocated from the premises, or if the service is interrupted or not functioning for any reason, including, but not limited to, a power outage, Company network service outage, or suspension or disconnection of Customer's service due to late payment or failure to pay.
- If Customer does not correctly identify the actual location where the Bresnan Equipment will be located at the time Customer registers for the service, 911 communications may be misdirected to an incorrect local emergency service responder.
- If Customer has call forwarding, locate me, do not disturb, or other features programmed and in use at the time Customer dials a 911 call, and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer dialed the call.

2. Local Number Portability:

If Customer is not utilizing a new phone number for the Service, but rather is transferring an existing phone number from a carrier other than the Company for local, local toll and/or long distance telecommunications services, to the Service, Customer hereby authorizes the Company to process Customer's order for the Service and to notify Customer's current telephone company of Customer's decision to switch Customer's local, local toll, and long distance services to the Service, and represents that Customer is authorized to take this action. The Company will provide an estimate for the local number portability effective date following Customer's completion of the Service ordering process.

3. Payment Terms:

(a.) **Fees and Charges:** Customer will pay all charges and fees for the Service, including applicable monthly service fees, charges for the use of Bresnan Equipment, installation charges, charges for service calls and other charges, and all applicable federal, state and local fees and taxes. Customer acknowledges receipt of the schedule of applicable fees and charges delivered on the date of installation of the Service. The Company will have the right from time to time to change the amount of fees and charges and/or its method of billing for services at its discretion. Such changes may include imposing fees and charges for new services or features. Monthly service, equipment and other fees will be payable monthly in advance while usage based charges (e.g. International calls) will be billed in arrears. Installation and other charges will be billed according to the Company's then current billing policies.

(b.) **Simple Pay - Credit Cards; Direct Debit/Electronic Funds Transfer (EFT):** Subject to acceptance by the Company, Customer may opt to authorize the Company to charge all amounts payable by Customer to the Company via customer's credit card, direct debit, or electronic funds transfer. By choosing either of these convenient "Simple Pay" options, Customer authorizes the Company to continue charging, debiting or transferring amounts due for all monthly fees (including, without limitation, monthly service fees and equipment charges, as well as applicable taxes and fees) payable to the Company, and any other charges incurred by Customer and Payable to the Company pursuant to this Agreement. Monthly service fees and equipment fees may be charged, debited or transferred up to thirty (30) days in advance of the first day

of the month for which the charges relate. Customer will inform Company immediately of any change in credit card, banking or other pertinent information relating to Company's ability to accept any of these methods of payment. Customer also unconditionally guarantees payment of any amounts billed, debited or transferred by the Company if for any reason, the chosen method for payment fails or is denied by the credit card issuer or the banking institution performing the debit or transfer. Customer will pay all amounts due upon demand by the Company.

(c.) **Late Payments; Failure-to-Pay:** Customer will timely pay the Company for all fees and all other charges due to the Company under this Agreement including any assessments due to late payments or non-payments.

The following terms and conditions will apply to late payments:

- If Customer does not pay all charges by the due date, Customer may be charged late fees and other charges and assessments, and the Service may be disconnected and if Customer subscribes to other Company services (e.g. Bresnan OnLine and/or Bresnan Cable TV packages), any partial payments will be applied to the voice service first and the Customer may be subjected to additional late payment and/or failure to pay fees associated with the other Company provided services;
- If the Service is disconnected, Customer may be required to pay a reconnect fee in addition to all past due charges before the Service is reconnected and the Company may also pursue any other remedies available to it under this Agreement or applicable law;
- Customer bank Returned Checks will be assessed a Return Check fee of \$25 in addition to any other applicable Late Payment or Failure-to-Pay fees and charges;
- Any related fees, charges, and assessments due to late payment and non-payment are not penalties but are liquidated damages intended to be a reasonable advance estimate of the Company's costs resulting from Customer's late payments or non-payments;
- If the Company is required to use a collection agency or attorney to collect money owed by Customer or to assert any other right that the Company may have against Customer, Customer will pay the reasonable costs of collection or other action, including, but not limited to, the costs of a collection agency (including without limitation, fees charged by the collection agency based on a percentage of the payment owing by Customer), reasonable attorneys' fees and court costs; and
- The Company's late fee policies and practices may be revised from time to time including, complying with applicable federal, state or local laws, rules or regulations.

(d.) **Credit Inquiries:** By subscribing to the Service, Customer accepts the terms of this Agreement and authorizes the Company to make inquiries and to receive information about Customer's credit experience from others and to enter this information in Customer's file.

(e.) **Billing Errors:** Subject to applicable law, Customer must notify the Company, in accordance with the provisions of this Agreement, of any billing errors or other requests for refund within six (6) months after the date on which the error occurred.

(f.) **Account Access:** To protect the privacy of Customer's account information, the Company may assign each Customer a unique security code and require that Customer use a security code to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service.

4. Customer Information and Privacy

(a.) **Customer Privacy:** Federal law and regulations govern Customer's privacy interest, including Customer's ability to limit disclosure of certain information to third parties. Customer's rights under the Company's privacy practices are described in the Subscriber Privacy Notice posted at the Company's Service web site or on another web site about which Customer has been or will be notified. The Company may revise

such privacy practices and policies from time to time. Customer acknowledges that the current Company Subscriber Privacy Notice was delivered to Customer at the time of the original installation of the Service.

(b.) **Shared Customer Information Among Company Entities:** In order to serve Customer in the most effective and efficient manner, Customer agrees that Company may use or share Customer information only with other Bresnan entities and only for purposes of determining and offering other Bresnan products and services that may interest Customer.

5. Termination and Expiration

(a.) **Term:** This Agreement will continue in effect until terminated by either party according to the terms of this Agreement or until superseded by a revised Subscriber Agreement.

(b.) **Termination by Customer:** Customer may terminate this Agreement for any reason at any time by giving notice to the Company. Upon termination by Customer, Customer will be responsible for any and all applicable fees and charges up to and including the date of termination. Prepaid monthly service fees for Service not received will be refunded.

(c.) **Termination by the Company:** The Company may terminate this Agreement immediately at any time for any reason, whether or not Customer has violated this Agreement. If the Company terminates the Service for any reason, Customer will be responsible for any and all applicable fees and charges up to and including the date of termination. Prepaid monthly service fees for Service not received will be refunded.

(d.) **Customer Obligations Upon Termination:** Upon termination of this Agreement by Customer or the Company:

- Customer will immediately cease use of the Service and the Bresnan Equipment;
- Customer will pay in full for Customer's use of the Service and the Bresnan Equipment up to the effective date of termination of this Agreement or the date on which the Service and the Bresnan Equipment have been disconnected, whichever is later;
- Customer will pay monthly service charges for use of the Bresnan Equipment or the Service on a pro-rata basis;
- Within 10 days following the termination of this Agreement, Customer will return the Bresnan Equipment to the Company, by any method reasonably requested by the Company; and
- If any Bresnan Equipment is not returned, Company may bill Customer for the charges referred to in Section 1(b) above, and may charge Customer's credit card if applicable.

(e.) **Retention of Rights:** Nothing contained in this Agreement will be construed to limit any rights or remedies of the Company available at law or in equity.

6. Representations and Warranties of Customer

Customer acknowledges that the Company is relying upon Customer's representations and warranties in order to offer the Service to Customer in accordance with the terms of this Agreement. Customer represents and warrants that:

(a.) **Age:** He or she is at least 18 years of age.

(b.) **Customer Information:** All information provided by Customer to the Company is complete and accurate in all respects, including, without limitation, Customer's legal name, address, telephone number(s), and credit card and payment information. Customer will keep all information current and accurate and promptly notify the Company of any change. Failure to comply with these terms will constitute a breach of this Agreement.

(c.) **Multiple Users:** The Service and the Bresnan Equipment will be used only by Customer, by members of Customer's immediate household living with Customer at the same address, and by invited guests of Customer or of such members of Customer's household. Customer additionally acknowledges and agrees that:

- Customer is executing this Agreement on behalf of all persons who use, or will use, the Bresnan Equipment and/or Service by means of the Customer Equipment;
- Customer will have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement;
- Customer is solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is by Customer or by any other user of the Customer Equipment; and
- Customer will indemnify, defend and hold harmless the Company, its affiliates and underlying service providers against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Service and/or the Bresnan Equipment or the breach of this Agreement by Customer or any other user of the Customer Equipment.

7. Limitation of Liability; No Warranties; Warnings

(a.) **Survival:** All representations, warranties, indemnifications and limitations of liability contained in this Agreement will survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

(b.) **Limited Warranty:** THE REQUIRED EQUIPMENT AND THE SERVICE, INCLUDING E911 DIALING, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES AND UNDERLYING SERVICE PROVIDERS WARRANT THAT ANY CONNECTION TO, TRANSMISSION OVER, OR RESULTS OF THE USE OF THE BRESNAN EQUIPMENT OR THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL PROVIDE UNINTERRUPTED USE OR WILL OPERATE AS REQUIRED, UNINTERRUPTED OR ERROR-FREE. CUSTOMER'S SOLE REMEDY FOR SERVICE INTERRUPTION WILL BE LIMITED TO A PRORATED CREDIT UPON REQUEST, ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION CAUSED BY THE COMPANY FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, CUSTOMER MUST REQUEST THE CREDIT FROM THE COMPANY WITHIN THIRTY (30) DAYS AFTER THE FAILURE. CREDITS WILL BE APPLIED ONLY AGAINST FUTURE FEES PAYABLE BY CUSTOMER FOR THE SERVICE. WITHOUT LIMITING THE FOREGOING, NO CREDITS WILL BE ISSUED FOR ANY OTHER FAILURES DUE TO ANY OTHER CAUSES; FOR EXAMPLE, EVENTS SUCH AS FORCE MAJEURE OR THE INABILITY TO ACCESS THE SERVICE FOR REASONS OTHER THAN A TECHNICAL FAILURE CAUSED BY THE COMPANY WILL NOT ENTITLE SUBSCRIBER TO ANY CREDIT. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED.

(c.) **Limitation of Liability:** IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING WITHOUT LIMITATION TORT, CONTRACT, AND OTHERWISE), WILL THE COMPANY OR ITS AFFILIATES AND UNDERLYING SERVICE PROVIDERS HAVE ANY LIABILITY TO CUSTOMER OR TO ANY PERSON OR ENTITY FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION 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 INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICE OR REQUIRED EQUIPMENT OR CUSTOMER'S RELIANCE ON OR USE OF THE REQUIRED EQUIPMENT OR THE SERVICE, INCLUDING E911 DIALING, INCLUDING WITHOUT LIMITATION ANY MISTAKES, OMISSIONS, INTERRUPTIONS, TELEPHONE OR OTHER HARDWARE OR SOFTWARE FAILURE OR MAL-

FUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE REQUIRED EQUIPMENT OR THE SERVICE; OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE REQUIRED EQUIPMENT OR THE SERVICE BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADE-MARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. IN ADDITION TO, AND WITHOUT LIMITING ANY OTHER LIMITATION OF LIABILITY CONTAINED HEREIN, THE COMPANY WILL HAVE NO LIABILITY WHATSOEVER AS THE RESULT OF THE LOSS OF ANY CUSTOMER FILES, MESSAGES, NAMES OR ADDRESSES OR OTHER DATA OF ANY NATURE RESULTING FROM THE DELETION OF SUCH DATA UPON TERMINATION OF THIS AGREEMENT.

(d.) **Customer's Hardware:** Customer understands that the installation, use, inspection, maintenance, repair and removal of the Bresnan Equipment and certain Customer Equipment used in connection with the Service may result in service outage or potential damage to Customer's telephone and other Customer Equipment. Except for gross negligence or willful misconduct by the Company, neither the Company nor any of its affiliates and underlying service providers will have any liability whatsoever for any damage, loss or destruction to the Customer equipment, including, without limitation, Customer's telephones and peripheral equipment. In the event of such gross negligence or willful misconduct by the Company, the Company will pay for the repair or replacement of the damaged parts UP TO A MAXIMUM OF \$500 and Customer will accept such payment as Customer's sole remedy relating to such activity.

(e.) **Not Liable For Third Parties; Directory Assistance Errors:**

- Customer acknowledges that the Service may connect to or utilize services, equipment and infrastructure, content and other components licensed from or otherwise provided by independent third parties.
- The Company is not responsible for and has no liability whatsoever for the performance (or non-performance) of any services, equipment, infrastructure or content of third parties. Additionally, services, equipment, infrastructure and content that are not provided by the Company are not the responsibility of the Company, and the Company will have no liability with respect to such services, equipment, infrastructure and content. All questions concerning third-party services, equipment, infrastructure and content must be addressed to the creators or providers of such services, equipment, infrastructure and content. The Company does not endorse or warranty any third-party products, services or content that are distributed or advertised via the Service.
- Company's liability arising from errors in or omissions of directory listings as a result of the company's negligence, shall be limited to and satisfied by a refund not exceeding the amount of any charges associated with the directory listing in which the error or omission occurs. Company, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication of such listings in directories, nor will the company be a party to controversies arising between customers or others as a result of such publication.

(f.) **Sole Remedy:** Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of the Company and its affiliates and underlying service providers is limited to the maximum extent permitted by law.

8. Miscellaneous

(a.) **Notice:** Notices to Customers from the Company may be delivered by: posting the notice on the Service web site; by posting the notice on another web site about which Customer has been or will be notified; or by sending notice via first-class U.S. postal mail, or overnight courier service to Customer's address of record, or via e-mail to the e-mail address listed on the Customer's account. Customer acknowledges and agrees that any one of the foregoing will constitute sufficient notice. Customer acknowledges that, from time to time, the Company may notify Customer about important information regarding the Service and the Agreement using one or more of the methods set forth in this Agreement. Customer will (i) regularly check his or her postal mail, e-mail and all postings on the Service web site and on any other web site about which Customer has been or will be notified, and (ii) bear the risk of failing to do so.

(b.) **Changes to the Service and the Agreement:** The Company may, in its sole discretion, change, add to or remove portions of the Service at any time without notice. In addition, the Company may modify this Agreement at any time in its sole discretion upon reasonable advance notice to Customer. The Company will notify Customer of any such modifications by one or more of the methods set forth in this Agreement, and Customer acknowledges and agrees that such will constitute sufficient notice of such changes. Customer's continued use of the Service following notice of such changes will be deemed to be Customer's acceptance of any such changes. If Customer does not agree to any such changes, Customer must immediately stop using the Service and notify the Company that Customer is terminating this Agreement, and the appropriate procedures for termination, as described in this Agreement, will apply.

(c.) **Management and Maintenance of the Service:** Subject to applicable law and to the limitations of liability set forth in this Agreement, the Company reserves the right, in its sole discretion and without any obligation to Customer, to undertake any activities it deems necessary to test, modify, update, manage, inspect, maintain, repair, or monitor the Service and its infrastructure and all of its related components. This may include, but is not limited to, activities relating to administration, system security and intrusion detection, technical performance, and monitoring Customer compliance. These rights are in addition to and do not limit any other rights of the Company and/or its parent or affiliated entities.

(d.) **Assignment:** The Company may assign its rights and obligations under this Agreement, without notice, to

(i) any affiliate of the Company, (ii) to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of the Company or any affiliate of the Company, or (iii) to any person or entity purchasing or otherwise acquiring the broadband distribution system serving the Premises. This Agreement may not be assigned or transferred by Customer without the Company's prior consent.

(e.) **General:** This Agreement, the current and future web site postings described in this Agreement, and any attachments, schedules, and exhibits constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion will 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 will remain in full force and effect. The Company's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Agreement.