

# Notice to Customers

## This Document Contains Important Information Regarding Our Policies and Practices, Including Complaint Procedures, Arbitration and Dispute Resolution.

This notice is being provided to you, as a new or existing customer of Bresnan Communications, to inform you of the terms and conditions governing your cable service. In addition, this notice is being provided to you in order to comply with the Company's obligations under the rules of the Federal Communications Commission (FCC), which require us to inform our customers at the time of installation and at least annually thereafter of the current terms and conditions governing our service, including with respect to the Company's billing and complaint procedures, procedures for the resolution of complaints about television signal quality, installation and service maintenance policies and the conditions of subscription to programming and other services. Other information relating to the products and services which we offer, the prices, options and channel positions of programming services we offer and instructions on how to use our cable services are provided to you at installation and/or from time to time during the year under separate cover. Please read this document carefully.

For those of our customers receiving service through commercial accounts, bulk rate arrangements with multiple dwelling owners, or similar arrangements, some of the policies, procedures and services herein may not apply. Please refer to the terms and conditions of documents reflecting such separate arrangements. Where such documents are inconsistent with the policies, procedures and information relating to service set forth herein, the terms and conditions of such separate arrangements shall apply.

### BRESNAN COMMUNICATIONS' POLICIES AND PRACTICES

The following Policies and Practices, set forth below, are terms and conditions that apply to you when you accept our cable television and other cable Services. We may change them in the future and will notify you if that occurs. We will continue to review our Policies and Practices as part of our commitment to continually improve the quality of Services we provide. We will send you a written, electronic, or other appropriate notice informing you of any changes and the Effective Date. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the Effective Date of the change, we will consider this your acceptance of the change.

#### 1. Definitions

As used in these Policies and Practices:

"We", "Company", "us", or "our" means Bresnan Communications and all affiliated entities using the brand name "Bresnan Communications", including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies.

"You", "your" or "Customer" means the customer identified on the work order that was signed to begin your cable TV service and any other person using the Services provided to you or authorized by you to access or modify your account.

"Home" means the place you live, including a single-family home, apartment, other residence, or any other type of dwelling unit, where your Service is installed.

"Service(s)" means the cable TV programming and any other cable service we provide to you, and cable Internet access.

"Hourly service charge" means the hourly charge you pay us for certain services. The hourly service charge is calculated using the rules and regulations of the Federal Communications Commission ("FCC"). It is designed to recover the costs of servicing, installing and maintaining customer equipment.

"Installed" means either installed or activated.

"Inside Wire" or "Inside Wiring" means the cable that runs inside your home to a point 12 inches outside of your home, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

"Equipment" means one or more of the following: cable modem, digital consumer terminal or digital receiver ("DCT"), converter, converter-descrambler, remote control unit, security device, addressable control module, A/B switch, coaxial cable ("cable") which is not inside wiring, parental lock-out device, or any other device installed in or around your home, whether or not provided by us, necessary or convenient for you to receive cable TV programming or other Services from us. Inside wiring is not Equipment.

#### 2. Payment For Service

If you are a new customer, we may conduct a customer risk assessment and require a deposit before we install service. Bresnan Communications shall not discriminate in the application of its local risk assessment and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either Bresnan Communications or its third party credit bureau will be done in conformance with the requirements of all applicable state or federal laws.

We provide Service to you on a month-to-month basis, unless you have otherwise agreed. Charges for Service start within 24 hours after Service is installed. The charges for one month's Service, any deposits, and any installation or equipment lease fees are payable when Service is installed. After that, we will bill you each month in advance for Service (except in certain situations and for pay-per-view movies or events, which are sometimes billed after they are provided to you).

The bills you receive will show the total amount due and the payment due date. You agree to pay us monthly, in full, by the payment due date for that Service and for any other charges due us,

including any administrative late fee(s) and related fees, charges and assessments due to late payments or nonpayments, and any returned check fees, plus other separate and additional charges as described below.

If we do not receive your payment by the due date stated on the bill, you may be charged such fees, charges and assessments, plus the other separate and additional charges. The administrative fee(s), charges and assessments related to late payment and nonpayment are intended to be reasonable advance estimates of costs resulting from late payments or nonpayments of our customers. We will tell you the amount of these fees and other separate or additional charges at or before the time you subscribe to and receive our Services, prior to the time we implement or assess new ones, and in our annual mailings to you thereafter. You may avoid these fees and other separate or additional charges relating to late payment and nonpayment by making sure that your payment is received by us on or before the due date on the bill. If your payment is not received by the due date on the bill, you agree to voluntarily pay these fees and any other separate and additional charges, fees, and assessments as a condition of receiving our Services. If Bresnan Communications is required to use a collection agency or attorney to collect money owed by Customer or to assert any other right which Bresnan Communications may have against Customer, Customer agrees to pay the reasonable costs of collection or other actions, 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 late payment owing by Customer), reasonable attorneys' fees and arbitration or court costs.

We do not anticipate that you will make partial payments or pay your bill late, and the administrative late fee(s) and other related charges, fees, and assessments related to late payment and nonpayment are set in advance because it would be difficult to know in advance: (a) whether or not you will pay your bill on time, (b) if you do pay late, when you will actually pay your bill, if ever, and (c) what costs we will incur because of your late payment or nonpayment. We do not extend credit to our customers and the administrative fee(s), related fees, charges and assessments are not interest, a credit service charge or a finance charge. Charges for your Service may be billed to you together with other Services that you receive from our affiliated companies or us. Payment of any such bill for multiple Services is due in full on the indicated payment due date. Any failure to pay such bill in its entirety after the due date may result in administrative or late fees and/or disconnection of Service with respect to any or all of the Services billed. Any partial payment of a bill will be allocated by us among and between such Services and amounts charged at our discretion, subject only to applicable law.

If you change the Services you receive, we may charge you a change of service fee such as an upgrade or downgrade charge. The amount of

such fee may vary by office location. If you have any questions, please contact your local cable office identified on your bill in your monthly billing mailings or ask the representative you talk to when requesting a change in Service. A listing is also provided to our customers annually in a mailing or bill stuffer.

You may pay your bill by mailing payment to the address specified on your bill. We do not assume the risk of undelivered mail. Payment shall be deemed made on the business day received by us, except that, if payment is received on a day that is not a business day, it shall be deemed received on the next business day. If we have an office that we have designated as a payment center in your area, you may deliver your payment to the payment center, and it will be deemed received when delivered or, if not on a regular business day, on the next such day. If our representative collects payment from you at your home, there may be an additional charge for that service.

You agree to pay all taxes, franchise fees, and other charges, if any, which are now or in the future may be assessed because you receive our Service.

If there are any billing errors or other requests for credit, you must bring those to our attention within six (6) months of the time you receive the bill for which you are seeking correction, unless applicable law provides for a longer period which cannot be waived or otherwise modified.

Payments received from you will be deemed to be paid voluntarily.

### 3. Company Changes In Services And Charges

Subject to applicable law, we have the right to change our Service and Equipment and our prices or fees, at any time. We also may rearrange, delete, add to or otherwise change the Service provided on our Basic Service or other levels of Service.

If the change affects you, we will provide you notice of the change and its Effective Date. The notice may be provided on your monthly bill, as a bill insert, in a newspaper or by other reasonable method of communication. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the Effective Date of the change, we will consider this your acceptance of the change. Please take the time to read the monthly messages and to review your bill carefully to make sure your name and address are correct. You will generally be billed at the same time each month.

After notice to you of a retiering of our Services or a price increase, you may obtain changes in service tiers at no additional charge. Otherwise, changes by you of the Services you receive may result in upgrade, downgrade or change of service charges. Please refer to the Products and Services Price List we have supplied to you for details or call us at the number on your monthly bill if you have questions. A list of charges is also provided to our customers annually in a mailing or bill stuffer.

### 4. Termination Of Service

You may not assign or transfer the service without our written consent.

The provisions of these Policies and Practices, including the dispute resolution process (Section 10) shall survive termination, amendment or expiration of your relationship with the Company, your receipt of Services, or any other relationship between us.

a. Voluntary Termination. Unless you have otherwise agreed (such as where you have agreed in advance to receive Service over a specified period of time), you have the right to cancel your Service for any reason at any time by giving us notice and returning any equipment owned by Bresnan Communications. We will refund any balance due to you in approximately thirty (30) days from the later of (i) your notice to us of the discontinuance of Service or (ii) the return of any Equipment you may have.

b. Involuntary Termination/Effect on other Bresnan Communications Services. Subject to applicable law, if you fail to pay your bill when it is due or fail to comply with any provision contained in these Policies and Practices, we have the right to terminate your Service or any other Service included within your bill. We may also, without limitation, require you to pay all past due charges, an installation charge, a deposit and a minimum of one month's advance charges before we reconnect your Service. Further, if you do not reconnect, any rental equipment must be returned to us. A handling fee may be charged for returned checks.

In either termination event, if you have a payment credit for any reason (including, without limitation, an unreturned security deposit or prepayment) at the time of your termination of service, such payment credit will be set off against any amounts which you owe us before its remittance to you.

### 5. Equipment

Except for the Inside Wiring which we consider your property regardless of who installed it, the Equipment installed by us or provided to you by us belongs to us or other third parties, unless you have purchased it. We may, at our option, supply new or reconditioned Equipment to you.

You must have our prior written consent to sell or give away our Equipment, and our Equipment may only be used in your home.

If you cease to be our customer, you are responsible for returning our Equipment to us or our designee. If you move, do not leave our Equipment in your vacant home or with anyone else. Our Equipment must be returned to us or one of our representatives in working order, normal wear and tear excepted, or you will be charged the amount set forth in the current Products and Services Price List, or the revised amount of which you have subsequently been given notice, or if no amount has been specified for the particular model of Equipment involved, our replacement costs for such unreturned Equipment.

You are responsible for preventing the loss of or damage to our Equipment within your home. We suggest that our Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for repair, replacement and other costs, damages, fees and charges if you do not return our Equipment to us in an undamaged condition.

If you have us repair or maintain the Inside Wiring, we will charge you additionally, either by the hour or flat fee, for that service. We are not responsible for problems with the operation of your television or television-related equipment. We do not service television receivers or any other television-related equipment (such as VCR's, home antennas, or other cable-compatible equipment) not owned by us, even if it is attached to the cable or Equipment. None of the Equipment supplied by us nor any of our cable placed outside your home or property in connection with the installation of the Equipment and service shall be deemed fixtures, or in any way part of your real property, unless you purchase our cable to the extent permitted by applicable law when Service ends. The Equipment supplied by us may be removed by us, at our option, at any time during or following the termination of your Service, and you agree to allow us access to your home for such purposes.

We consider Inside Wiring to be your property, regardless of who may have installed it. Unless otherwise agreed upon by Bresnan Communications and you in writing, you will continue to be responsible for the repair and maintenance of the Inside Wire. You may install Inside Wiring, such as additional cable wiring and outlets. Regardless of who does the work, the internal wiring within your home must not interfere with the normal operations of your local cable system. Inside Wire maintenance may not be your responsibility if you rent your home. Contact your landlord or building manager to determine responsibility.

### NOTICE OF AVAILABILITY OF CONVERTERS FOR ADDITIONAL OUTLETS

Subscribers who install their own additional receiver connections may not be able to receive all stations carried on our cable system without additional equipment. For those television sets that are not truly compatible with the cable system, some television stations may not be receivable without additional equipment.

### 6. Access To Customers' Homes

You authorize us or our designees to enter into your home, in your or your representative's presence, or upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Service and Equipment supplied by us. This authorization includes allowing us or such designee to be on your property outside your home at reasonable times even if you are not at home. You authorize us or our designee to make connections and perform other tasks that are necessary or

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desirable to enable us to provide Service to you or others, including connecting and making necessary attachments to your Inside Wiring. If you are not the owner of your home, you are responsible for obtaining any necessary approval from the owner to allow us into your home to perform the functions specified above. In addition, you agree to supply us or our designee, if we ask you to, with: (a) the owner's name, address and phone number; (b) proof that you may give us access on the owner's behalf; or (c) consent from the owner of the home. Someone over 18 years of age must be present in order for us to enter your home. You can be assured that our employees or designees are easily identified by their I.D. badges and our vehicles are clearly marked so they're easy to spot.

## 7. Private Viewing Of Unauthorized Service And Use Of Equipment

We provide Service to you for your private home viewing, use and enjoyment. You agree that the programming provided over the cable system will not be viewed in areas open to the public. The programming may not be rebroadcast, transmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from us and our programming supplier(s). This consent may be withheld at the sole discretion of either of us.

We may not have the right to distribute pay-per-view programming to commercial establishments. You may not order or request pay-per-view programming for receipt, exhibition or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of pay-per-view programming in a commercial establishment unless explicitly authorized to do so, in advance, by us and our program provider(s). You may not move your converter to another location or use it at any time at an address other than your home or location where Service was installed by us without our prior written authorization. If you fail to abide by this restriction, you will be held liable for any claims made against you or Company on account of any unauthorized commercial exhibition.

You agree not to attach any unauthorized device to our Equipment. If you make any unauthorized connection or modification to the Equipment or any other part of the cable TV system, you will be in breach of these Policies and Practices, and we may terminate your Service and recover such damages as may arise as a result of your breach.

Much of the Equipment necessary to receive our Services is available both from us and others. Regardless of whether you purchase such Equipment or lease such Equipment from us, you are responsible for assuring that such Equipment does not interfere with the normal operations of our local cable system and other communications systems and devices. For example, you agree not to install anything to intercept or receive or to assist in intercepting or receiving, or which is capable of intercepting or receiving any Service offered over our cable system, unless specifically authorized to do so by us. You are responsible to pay for all Services received or otherwise provided to your household. You also agree that you

will not attach anything to the Inside Wire or Equipment, whether installed by you or us, which singly or together results in a degradation of our cable system's signal quality or strength. You may not attach any device or equipment to your Inside Wiring in a way that impairs the integrity of our local cable system, such as creating signal leakage, which may cause a violation of government regulations, or attaching devices or equipment which, alone or together, result in a degradation of signal quality. Further, Services or signals provided by us which are carried on or transmitted through the Inside Wire or Equipment provided by us may not be commingled with signals or services provided by others.

We can recover damages from you as provided by applicable law for tampering with any of our Equipment or any other part of our cable system or for receiving unauthorized service.

You must return our Equipment when you are no longer a customer. In the future, you may also choose to buy Equipment from an independent store. However, analog converters with descrambling capabilities should only be obtained from us. In fact, should you see advertisements for cable converters that have descramblers in them (socalled "pirate boxes" or "black boxes"), you should understand that these devices may be illegal to sell or use, unless authorized by us. Because of the need to protect our scrambled Services, we will not authorize the use of any analog converter/descrambler not provided by us. A digital converter/descrambler purchased at a retail store must be authorized by us through the use of a special security device. People who use illegal converters/descramblers may be stealing cable service. This practice may unfairly result in increased prices to our honest customers.

## 8. Limited 30-Day Warranty And Limitation Of Liability

EXCEPT AS EXPLICITLY SET FORTH IN THE TERMS AND CONDITIONS OF SPECIFIC SERVICES WE PROVIDE TO YOU, WE WARRANT FOR A PERIOD OF 30 DAYS FROM THE DATE OF OUR INSTALLATION OR REPAIR AT YOUR HOME THAT OUR SERVICE AND THE EQUIPMENT WE HAVE INSTALLED OR REPAIRED WILL MEET ACCEPTED INDUSTRY STANDARDS AND BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP. IF YOU REPORT ANY FAILURE TO CONFORM TO THIS WARRANTY TO US WITHIN THAT 30-DAY-PERIOD, WE WILL REPERFORM THE NONCONFORMING SERVICES AND REPAIR OR REPLACE THE NONCONFORMING EQUIPMENT. SUCH REPERFORMANCE OF WORK OR REPAIR OR REPLACEMENT OF NONCONFORMING EQUIPMENT SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY UNDER THIS WARRANTY, WHETHER CLAIMS OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT

LIABILITY, OR OTHERWISE).

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. WE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS, INCLUDING INTERRUPTIONS IN SERVICE, IF SUCH DELAY OR NONPERFORMANCE ARISES IN CONNECTION WITH ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSUALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS.

IN NO EVENT SHALL WE OR OUR EMPLOYEES OR AGENTS HAVE ANY LIABILITY FOR PUNITIVE, TREBLE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR PROVISION OF OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU, OR FROM OUR BILLING, ADVERTISING OR OTHER PRACTICES WHICH ARE IN ANY WAY RELATED TO OUR OFFERING OR PROVISION OF SERVICES OR EQUIPMENT TO YOU. SUCH LIMITATION OF LIABILITY APPLIES IN ALL CIRCUMSTANCES, REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER APPLICABLE LAW, AND THE PARTIES HEREBY WAIVE THEIR RIGHTS, IF ANY, TO RECOVER ANY SUCH DAMAGES.

YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNLESS APPLICABLE LAW PROVIDES THAT CERTAIN REMEDIES, DAMAGES AND/OR WARRANTIES CANNOT BE WAIVED, LIMITED OR OTHERWISE MODIFIED. IF CERTAIN REMEDIES, DAMAGES AND /OR WARRANTIES CANNOT BE WAIVED, LIMITED OR OTHERWISE MODIFIED, THE LIABILITY OF THE COMPANY AND ITS AFFILIATES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. Customer Complaint Procedures

If you have any complaint regarding the Service, including billing service and quality of the television signals we deliver, you should contact us at the telephone number on your monthly bill or in writing to inform us. If you can see images or hear sound from scrambled premium or adult channels that you do not subscribe to, you may have these channels blocked free of charge. We also maintain a local business office that is open weekdays, except holidays, for customer visits. We will promptly try to resolve the problem. If you are dissatisfied with our resolution of the complaint, you may notify the responsible official for your community (please refer to your cable bill for the agency's name and address).

We maintain a toll-free telephone access line that will be available to you 24 hours a day, seven days a week, every day of the year. When you call about a service problem, a customer service representative (CSR) will attempt to determine the nature of the problem. If possible, the CSR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CSR will schedule a service technician to visit your home. If our workload permits, the service technician will be dispatched the same day. Our CSRs and service technicians are well trained and have authority to attempt to resolve a customer's problem, including replacement of any nonoperating equipment, in order to provide quality service.

We offer an "appointment window" for installation, service calls, or other installation activities that is either a specific time, or, at a maximum, a four-hour time block during normal business hours. We commit to a policy to not cancel our appointment with you after the close of business of the business day prior to a scheduled appointment. If we are running late for an appointment, we will attempt to contact you and will, as necessary, attempt to reschedule to a time that is convenient for you.

Emergencies that affect signal quality, such as fallen utility poles, violent storms or very cold weather, may interfere with reception of cable Service. We are committed to have one of our crews promptly correct outages or other service-related problems occurring as a result of an emergency situation. We pledge a prompt response at any time if a large area of the system is experiencing technical difficulties.

We will maintain complaint records for at least a one-year period. In addition, those records will be available for inspection by the franchise authority or the FCC.

We urge you to call us at the phone number printed on your bill any time you have questions or concerns about your Service, including VCR hookup questions or problems. If you are unsatisfied with our handling of your complaint, you may contact the local franchising authority. The address of the responsible officer for your franchising authority is noted in Section 15.

## 10. Mandatory And Binding Arbitration

IF WE ARE UNABLE TO RESOLVE INFORMALLY ANY CLAIM OR DISPUTE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED, WE HAVE AGREED TO BINDING ARBITRATION EXCEPT AS PROVIDED BELOW. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO PARAGRAPH 3, RATES AND CHARGES, ABOVE), OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS YOUR STATE'S LAWS PROVIDE OTHERWISE.

As the first step in the arbitration process, you may select an arbitration organization from the choices below to preside over your dispute with the Company:

- a) American Arbitration Association ("AAA")  
335 Madison Ave., Floor 10  
New York, NY 10017-4605  
1-800-778-7879  
[www.adr.org](http://www.adr.org)

AAA will apply the Supplementary Procedures for Consumer-Related Disputes and the Consumer Dispute Resolution Procedures in arbitrating claims between you and the Company.

- b) Judicial Arbitration & Mediation Service ("JAMS")  
1920 Main Street, Suite 300  
Irvine, CA 92614  
(949) 224-1810

[www.jamsadr.com](http://www.jamsadr.com) JAMS will arbitrate your dispute with the Company under either the Streamlined Arbitration Rules & Procedures or the Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim in dispute.

- c) National Arbitration Forum ("NAF")  
P.O. Box 50191  
Minneapolis, MN 55405-0191  
1-800-474-2371  
[www.arbitration-forum.com](http://www.arbitration-forum.com)

NAF will resolve all disputes brought before it using the NAF Code of Procedures. The arbitration will take place at a location, convenient to you, in the area where you receive service from us.

The Company will pay for all reasonable arbitration filing fees and arbitrator's costs and expenses, except that YOU ARE RESPONSIBLE FOR ALL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, YOUR EXPERT WITNESSES OR ATTORNEYS. We have agreed that a single arbitrator will resolve the dispute. Moreover, participating in arbitration may result in limited discovery.

WE HAVE AGREED THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY THE COMPANY TO COLLECT OUTSTANDING BALANCES FOR UNPAID SERVICE OR THE THEFT OF ANY SERVICE OR EQUIPMENT; (2) ANY DISPUTE OVER VALIDITY OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OUR LICENSES TO OPERATE OUR BUSINESS; AND (3) ANY DISPUTE INVOLVING VIOLATIONS OF 47 U.S.C. § 551 (WHICH RELATES TO PROTECTION OF SUBSCRIBER PRIVACY), OR 18 U.S.C. §§ 2510-2521 (WHICH RELATES TO UNLAWFUL INTERCEPTION OF COMMUNICATIONS).

## 11. Notice

Except as provided in Paragraph 3 above or otherwise permitted by law, if we send you notice, it will be considered given when deposited in the U.S. mail, addressed to you at your last-known address, or hand delivered to you or to your home. We may provide electronic or telephone notice to you, which shall be deemed given when left with you. If you give notice to us, it will be deemed given when received by us.

## 12. Changes To Policies And Practices

These Policies and Practices are subject to amendment, modification or termination if required by law or regulation. We will notify you of changes to these Policies and Practices. Any changes proposed by you will only be effective when accepted in writing by one of our senior officers, within their sole discretion.

## 13. Enforceability And Survival

If any portion of these Policies and Practices is determined to be illegal or unenforceable, then the remainder of such Policies and Practices shall be given full force and effect. The provisions of these Policies and Practices shall survive termination, amendment or expiration of this Agreement.

## 14. Products And Services Price List

Please note that our Products and Services Price List changes from time to time. The current version of our Products and Services Price List was provided to our existing customers earlier this year and is available from us under separate cover.