

Service Electric Cable T.V., Inc. Terms and Conditions

I. AGREEMENT:

Upon the terms and conditions hereinafter set forth, SECTV agrees to install and maintain the communications equipment described in Exhibit A hereto ("Services"). CUSTOMER shall accept the Services as soon as it has been delivered and is operational ("Cutover"). CUSTOMER may request additions or modifications to the Services prior to Cutover by executing field change orders specifying such additions or modifications.

II. INSTALLATION:

SECTV agrees to fully and completely install all Services and provide all labor, parts, and service necessary and incidental to the installation of the Services as per terms and conditions set forth in Exhibit A hereto. Installation shall be performed by qualified, trained personnel in a good and workmanlike manner. CUSTOMER shall provide all electrical conduit, wiring, outlets, and power required to install the Services and shall be responsible for any costs or expenses of any kind incurred in connection with installation of the Services and for any structural alterations necessary for installation.

III. TERM:

This Agreement is effective upon signature by CUSTOMER and accepted in writing by SECTV as indicated by signature on the General Agreement Cover Sheet and initialed on this Agreement. (Effective Date) The Term of this Agreement begins on the Commencement Date and expires as provided for herein. (Term) The Commencement Date shall be the first day that service is operational as indicated by a notice from SECTV to Customer, which shall be incorporated herein by reference. (Refer to section XXXIX for automatic contract renewal). This Agreement and Exhibit A shall automatically renew on a yearly basis, unless terminated pursuant to the termination procedure in the General Terms and Conditions. Recurring Billing shall begin on the Commencement Date. Deposits and Installation fees shall be billed within 30 days of the Effective Date of this Agreement.

IV. SERVICE PAYMENTS:

Service Payments: During and throughout the Service Term, CUSTOMER agrees to pay to SECTV or its assignee the Service Payments as set forth in Exhibit A hereto ("Service Payments"). The Service Payments will be payable in advance commencing on the date of Cutover and continuing in conjunction with CUSTOMER'S bill each month thereafter without notice or demand at the office of SECTV (or such other place as SECTV or its assignee may from time to time designate in writing). A Service Charge equal to the maximum amount allowable by law will be charged against any account for payments not received within thirty (30) days of date of invoice. Service Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever.

V. CHANGE ORDERS:

In the event of any additions or modifications, SECTV and CUSTOMER shall execute a written amendment, as provided by SECTV, to this AGREEMENT within ten (10) days after acceptance unless the CUSTOMER has an open purchase arraignment with SECTV.

VI. CHARGES AND TAXES:

CUSTOMER shall pay when due all charges and taxes (local, state and federal) which may now or hereafter be imposed on the AGREEMENT, rental, possession or use of the Services, excluding, however, all taxes or measured by SECTV's income. If CUSTOMER is not subject to sales or other applicable taxes, it shall furnish SECTV evidence of such exemption.

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VII. SERVICE:

SECTV agrees to provide CUSTOMER with SECTV services as specified in this Agreement and Exhibit A. SECTV will maintain all control over provided Communication connection(s) to CUSTOMER, including; ordering installation to demarcation point (End Point-of-SECTV Responsibility), maintenance, repair, changes, and disconnections. Unless otherwise established in writing, CUSTOMER is responsible for all costs involved in the extension of ordered Communication Service beyond the established Cable Company Demarcation Point (End Point-of-SECTV Responsibility) into the CUSTOMER location. CUSTOMER is required to use appropriate Communication Equipment from SECTV in order to receive the Services. Unless otherwise established in writing, CUSTOMER is responsible for all costs associated with the use of SECTV provided CUSTOMER Communication Equipment. Unless otherwise established in writing, CUSTOMER is responsible for all costs associated with any additional equipment necessary for the operation of provided Communication Service.

VIII. AVAILABILITY:

Coverage Area: The Communication Coverage area is defined as the locations that are within the service area determined by the Cable Company providing the Services to the customer location. SECTV reserves the right to decline to offer Communication Service to a CUSTOMER based upon the absence of availability of facilities or the existence of any circumstances that would prevent a Customer location from receiving Communication Service. Some areas require DOCSIS Cable TV service. This Agreement may include any applicable cable company charges for DOCSIS Cable TV service or Cable installation.

IX. BROADBAND BANDWIDTH:

SECTV offers multiple tiers of high-speed Internet access with different speeds and bandwidth usage limitations (not all packages are available in all areas). CUSTOMER acknowledges that any quoted bandwidth rating/transfer rate for broadband Internet Service is a maximum rate and is not guaranteed. SECTV your broadband Internet provider reserve the right to manage its networks to provide for maximum efficiency and utilize congestion and network management techniques which include, but are not limited to, temporary speed reductions based on prevailing network conditions needed to relieve congestion. Dynamic congestion management is not based on specific online activities, protocols or applications in use and does not block any specific service. As a user, you must ensure that your activities do not restrict, inhibit, or degrade any other user's use of the Service or SECTV's ability to deliver and monitor the Service, or our network resources and do not represent (in sole judgement of SECTV) an unusually large burden on the network itself. Users found to be (in SECTV's sole judgement) in violation of this policy may have their accounts terminated, suspended, degraded or upgraded to a higher level of service, subject to appropriate fees. SECTV will use reasonable efforts to notify a customer prior to service termination for excessive bandwidth use.

X. BROADBAND BANDWIDTH CHARGE:

The purchased service entitles the user to the following tiers of bandwidth usage (upstream and downstream combined) as measured by SECTV during peak time (5PM-1AM Eastern Time) per calendar month. Data plans are unlimited in areas serviced in partnership with Service Electric Cable Television & Communications (SECTV).

XI. INTERNET BANDWIDTH SERVICE OFFERINGS:

35/5Mb, 50/5Mb, 100/10Mb, 150/10Mb, 285/10Mb 350/15Mb and 1000/40Mb or symmetrical Fiber Circuit High Speed Internet Services.

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XII. INTERNET SERVICES:

The INTERNET SERVICES provided by SECTV may be used by the directors, officers, and employees of CUSTOMER, and its agents and consultants while performing services for CUSTOMER for commercial, research and/or educational purposes. CUSTOMER may not provide Internet connectivity to any third parties other than the above-mentioned entities.

XIII. REPAIR AND MONITORING:

SECTV cannot guarantee a minimum timeframe for the repair or remediation of any Communications Company or other Carrier facility interrupted that causes an interruption of SECTV Communication Service to CUSTOMER. SECTV will provide support of customer during service interruptions through established escalation methods within its Technical Support operations team.

XIV. INTERNET PROTOCOL ADDRESSING (IP ADDRESSING):

Internet Protocol Addressing (IP addressing): For SECTV plans, SECTV may provide each DOCSIS Cable Customer with one (1) reserved and one (1) dynamic pool IPv4 Address. Both IP addresses can only be used when they are assigned to Customer's networking equipment via DHCP; if Customer attempts to manually assign either IP address to their networking equipment, network access will be denied. It is SECTV's default policy for DOCSIS Cable Customers using routers to utilize Network Address Translation (NAT). SECTV will provide each DOCSIS Cable Customer using a router with globally-routable IP addresses on an as-needed basis provided that the Customer's networking needs cannot be satisfied using Network Address Translation (NAT). SECTV will provide only enough globally-routable IP addresses as the Customer has actual need for at the time of the request; requests for IP address blocks larger than a /27, 32 IP addresses, require a network map and detailed network information for justification. Dynamic IP's may change at any time without notice, Reserved IP's may change with 3 business days' notice and routed blocks may change with 30 calendar days' notice.

XV. REASONABLE STEPS TO ASSURE COMPLIANCE

CUSTOMER shall be responsible for taking reasonable steps to secure compliance by all persons using the Service at, by, or through, the CUSTOMER consistent with the Conditions of Use, above. If a probable violation of the Conditions of Use section is detected, CUSTOMER is requested to report the probable violation in as much detail as is practical to assist SECTV and other allied organizations in preventing or deterring similar violations.

XVI. EQUIPMENT:

CUSTOMER agrees that the Equipment described herein will be used by CUSTOMER at this location and association with the said service, indicated above, provided to CUSTOMER by SECTV under the terms and conditions of this Agreement and associated Service Agreements for the above service.

CUSTOMER shall have the use of such Equipment per the terms outlined in this Agreement until cancellation or termination of the associated Service Agreement for SECTV Services.

CUSTOMER shall be responsible for all charges associated with the acceptance of this equipment from SECTV, as contained in the associated Service Agreement.

CUSTOMER shall return the Equipment to SECTV in good condition within thirty (30) days following the termination of this agreement or cancellation of the associated Service Agreement. CUSTOMER is required to reimburse SECTV the retail purchase cost of the said Equipment for failure to return the Equipment to SECTV within the required thirty (30) day period set forth in this Agreement. CUSTOMER is also required to reimburse SECTV the retail purchase cost of

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said Equipment for any loss of, or damage to, the Equipment while in CUSTOMER's possession, including loss or damage caused by agents, employees, or independent contractors of CUSTOMER through any negligence or willful misconduct or loss due to theft.

CUSTOMER maintains no property right or interest in the Equipment. All right, title, and interest to such items remains at all times solely with SECTV. CUSTOMER shall not have, nor shall it assert any right, title, or interest in said Equipment described by this Agreement.

CUSTOMER shall not subject said Equipment provided hereunder to any claims, liens, or encumbrances.

Said Equipment deemed defective shall be repaired or replaced by SECTV without cost to CUSTOMER provided that such defect was not caused by the negligence or willful misconduct of CUSTOMER, CUSTOMER's agents, employees, or independent contractors.

CUSTOMER may not prevent SECTV from accessing or removing SECTV owned equipment, provided that SECTV's actions are consistent with this Agreement. CUSTOMER agrees, with reasonable notice, to make said Equipment available to SECTV for testing and maintenance necessary in a condition specified by SECTV or one of its Agents.

SECTV shall not be liable for any damage to the premises of CUSTOMER resulting from the furnishing of said Equipment on CUSTOMER's premises or the installation or removal thereof, when such damage is not the result of negligence or willful misconduct on the part of the agents, employees, or contractors of SECTV. CUSTOMER represents ownership of the property address and or has the authority of the owner to allow SECTV access and Installation of the Services.

SECTV makes no warranties or Agreements, written or implied, including warranties of fitness for a particular purpose, in connection with said Equipment.

XXI STANDARD TERMS & CONDITIONS:

Throughout the Term of this Agreement, SECTV guarantees the rates for the non-regulated service as described on Exhibit A ("Monthly Charge"), at the rate in effect on the Effective Date of this Agreement, provided that CUSTOMER either retains at least 90% of the services or increases services by 100% as contracted for hereunder. The non-regulated Monthly Charge shall not be subject to increase at any time during the Service Term, including any increases which SECTV may be entitled to charge as a result of changes in its tariff.

CUSTOMER understands and acknowledges that SECTV and any 3rd party providing service to SECTV who is subject to any and all regulated charges which are mandated by a state regulatory agency, the FCC, and any other applicable regulatory bodies, and therefore, CUSTOMER Mandated Charges cannot be guaranteed for any period of time or service term, and that it is conceivable that such charges may at any time fluctuate from those in effect on the Effective Date of this Agreement, to comply with the mandates of said regulatory bodies. Accordingly, CUSTOMER acknowledges that all such charges are excluded from SECTV'S commitment to stabilize CUSTOMER's Monthly Charges.

In the event that CUSTOMER transfers or moves its business from the Premises to another location within SECTV's same serving central office area, and provided that SECTV at its sole discretion determines that said other location contains sufficient Communication Service facilities to provide line service or a remote central office switch, said transfer or move shall not be considered an Event of Default hereunder. Further, while such transfer or move will not disturb this Agreement or this Rate Stability Plan, CUSTOMER will be obliged to pay SECTV for all applicable line relocation costs, which shall be billed at SECTV's prevailing rates for labor and material.

In the event SECTV sells, transfers, leases or otherwise disposes of its business or the Premises during this Service Term, and CUSTOMER provides SECTV with at least ninety (90) days prior written notice of the nature and effective date thereof, and CUSTOMER's successor enters into a Service Agreement with SECTV for Service identical to that contracted for hereunder by CUSTOMER for the same number of years, then SECTV may waive CUSTOMER's

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obligation to pay the Early Termination Fee and the Administrative Fee. In the event CUSTOMER's successor does not enter into a Service Agreement, CUSTOMER may terminate this Agreement only in accordance with the provisions herein: If the CUSTOMER moves its business to an area where SECTV is not currently providing service, the CUSTOMER shall remain liable for the Early Termination Fees as defined in Section XXXVIII.

SECTV at its sole discretion determines that said other location contains sufficient cable facilities to provide line service or a remote central office switch, said transfer or move shall not be considered an Event of Default hereunder. Further, while such transfer or move will not disturb this Agreement or this Rate Stability Plan, CUSTOMER will be obliged to pay SECTV for all applicable line relocation costs, which shall be billed at SECTV's prevailing rates for labor and material.

XXII. INTERRUPTION OF SERVICE:

INTERRUPTION OF SERVICE: A pro rata credit allowance will be made for an Interruption in Service of 5 days in PA, 24 hours in NJ or more in accordance with SECTV's tariff, available to CUSTOMER upon request or changes in Service are made pursuant to SECTV's written amendment hereto.

XXIII. LIMITATION OF LIABILITY:

LIMITATION OF LIABILITY: THE SOLE LIABILITY OF LESSOR FOR LOSS OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE, NOT DUE TO THE NEGLIGENCE OR MISUSE OF LESSEE, ITS EMPLOYEES, OR AGENT SHALL NOT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO LESSEE FOR THE PERIOD DURING WHICH THE MISTAKE, OMISSION, DELAY, ERROR OR DEFECT IN SERVICE OCCURRED. LESSOR IS NOT LIABLE FOR ANY ACT OR OMISSION OF A THIRD PARTY OR OTHER NON-LESSOR PROVIDER OF FACILITIES FOR INTERRUPTIONS, ERRORS, DELAYS OR DEFECTS IN SERVICES WHEN CAUSED BY OR ARISING OUT OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE SERVICE, INCLUDING BUT NOT LIMITED TO IMPROPER WIRING, INSTALLATION REPAIR OR ALTERATION BY ANYONE OTHER THAN LESSOR. IN NO EVENT SHALL LESSOR BE HELD LIABLE FOR ANY LOSS OR DAMAGE EXCEPT SPECIFICALLY PROVIDED HEREIN, FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF LESSEE'S USE OF THE SERVICE. NEITHER LESSOR, NOR ANY AFFILIATES OR SUBSIDIARIES, PARENT CORPORATION, OR ANY OF ITS PARENT'S AFFILIATES OR SUBSIDIARIES ASSUMES ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION BODILY INJURY, LOSS OF PROFITS, LOSS OF PRODUCTION OR LIABILITY TO ANY THIRD PARTY) OR FOR ANY SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, ARISING FROM THE SERVICES PROVIDED FOR HEREIN.

XXIV. CONTINUATION OF SERVICE OPTION:

CONTINUATION OF SERVICE OPTION: CUSTOMER understands and acknowledges that SECTV cannot guarantee that its Rate Stability Plan will still be available upon expiration of the Term of this Agreement, or that a renewal of this Agreement will be available under the same terms and/or for the same Service Payments. However, upon thirty (30) days prior written notice from CUSTOMER to SECTV, and provided that there is no Event of Default (as hereinafter defined) or any event which with notice or lapse of time, or both, could become an Event of Default, SECTV shall provide CUSTOMER's the opportunity to execute SECTV's then current Agreement containing its prevailing terms and rates. Said Agreement, if accepted by CUSTOMER, shall commence upon expiration of the Service Term herein, and shall effectively provide CUSTOMER with continuation of the Service.

XXV. REMEDIES:

REMEDIES: Upon the occurrence of an Event of Default by SECTV, and as long as such Event of Default is continuing, SECTV may, at its option, exercise any one or more of the following remedies: By written notice to CUSTOMER declare an amount equal to all amounts then due under this Agreement and all remaining Service Payments due during the Service Term to be immediately due and payable. By written notice to CUSTOMER, at CUSTOMER's expense, promptly disconnect the Service. Exercise any other right, remedy or privilege which may be available to it under applicable laws or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all

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of the Agreement. In addition, the CUSTOMER will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs incurred by SECTV with respect to the enforcement of any of the remedies listed above or any other remedy available to SECTV.

XXVI. FORCE MAJEURE:

FORCE MAJEURE: If during the performance of this Agreement, or any obligation thereunder, the service is interfered with by reason of any circumstances beyond the control of the party who must raise action of a Force Majeure, including without limitation, the operating telephone company servicing the premises, fire, lightning, explosion or other casualty, power failure, acts of God, pandemics, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body of any representative of any such government; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, then the party who must waive the action of Force Majeure shall be excused from such performance on a day-to-day basis.

XXVII. ADDITIONAL SERVICE:

ADDITIONAL SERVICE: Any additional Service as requested by CUSTOMER, defined on Exhibit A, as an enhancement or addition to the original Agreement set forth in Exhibit A hereto will be subject to terms of this Service Agreement and 's right to use this additional Service will terminate upon expiration of the Service Term. Additional service will be billed at the rates contained in Exhibit A.

XXVIII. WARRANTY:

WARRANTY: SECTV warrants that it is the lawful owner of the Services and that its title to the Services is free and clear of any lien, claim or encumbrance. CUSTOMER shall be entitled, during the term of this agreement and all renewals thereof, to use the Services without disturbance, subject to CUSTOMER's obligation to make the required contract Payments hereunder.

THE FOREGOING WARRANTY CONSTITUTES CUSTOMER'S ONLY WARRANTY WITH RESPECT TO THE SERVICES. CUSTOMER ACKNOWLEDGES THAT SECTV HAS MADE NO OTHER REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE SERVICES, ITS MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. SECTV SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, NOR SHALL THERE BE ANY ABATEMENT OF SERVICE PAYMENTS, FOR ANY REASON INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE DEFICIENCY OR INADEQUACY OF THE CIRCUIT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO SECTV, ANY DEFICIENCY OR DEFECT IN THE SERVICES, THE USE OR PERFORMANCE OF THE SERVICES, OR ANY LOSS OF BUSINESS OR DATA OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING.

XXIX. MAINTENANCE, REPAIR AND MODIFICATIONS:

MAINTENANCE: Commencing upon Cutover and throughout the Term, SECTV agrees to perform all necessary Maintenance to the Services, as hereinafter defined, without charge therefore to CUSTOMER's other than the Payments. The term "Maintenance" shall include the repair and replacement of any Services to keep the Services fully operational, including, without limitation, the repair and replacement of wire, cable, telephone instruments, apparatus, switching gear, and all hardware and software, including all materials, delivery and labor required with respect to any of the above items. SECTV shall retain the exclusive privilege to maintain and repair any and all Services leased hereunder unless said privilege is amended or revoked in writing executed by both parties to this Agreement.

XXXII: NOTICE FOR INTERRUPTION OF TELEPHONE SERVICE:

CUSTOMER shall notify SECTV in the event of any Services failure or malfunction, and SECTV shall provide Maintenance in accordance with its normal operating procedures. A "Major Failure" (i.e., no calls in or out, or no

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intercom operation at all, major portion of telecommunications system not working) shall constitute an emergency condition. "Minor Failure" (i.e., no overall effect to Services operation, individual telephone problems) shall include all failures which do not constitute Major Failures. SECTV shall provide Maintenance for Major Failures and Monday through Friday Minor Failure Maintenance during normal working hours (8:00 a.m. to 4:30 p.m.) Mondays through Friday, holidays excluded ("Regular Hours"). CUSTOMER specifically agrees that the Minor Failure Maintenance calls made by SECTV's, upon CUSTOMER's request, after 4:30 p.m. or before 8:00 a.m. on weekdays, or at any time on Saturdays, Sundays, or holidays, will be invoiced to CUSTOMER at SECTV's then prevailing rates, with a minimum two hours charge per visit by serviceman.

XXXIII. ACCESS:

ACCESS: CUSTOMER will permit SECTV's representatives' free access to the Premises for Maintenance purposes, provided that such Maintenance will not, other than in a Major Failure condition, unduly interrupt the ongoing business operations of CUSTOMER. If SECTV is unable to commence performance of its Maintenance obligations hereunder due to the fault of the CUSTOMER, any costs incurred by SECTV during this time, including travel, normal rate and overtime labor rate expenses will be charged to and made the responsibility of the CUSTOMER.

XXXIV. COMMERCIAL EQUIPMENT AND ACCESS:

CUSTOMER agrees that the Communications Equipment described herein will be used by CUSTOMER only in association with the said service, indicated above, provided to Customer by SECTV under the terms and conditions of this Agreement and associated Service Agreements for the above service.

CUSTOMER shall have the use of such Communications Equipment per the terms outlined in this Agreement until cancellation or termination of the associated Service Agreement for SECTV Services.

CUSTOMER shall be responsible for all charges associated with the acceptance of this equipment from SECTV, as contained in the associated Service Agreement.

CUSTOMER shall return the Communications Equipment to SECTV in good condition within ten (10) days following the termination of this agreement or cancellation of the associated Service Agreement. CUSTOMER is required to reimburse SECTV the retail purchase cost of the said Equipment for failure to return the Equipment to SECTV within the required ten (10) day period set forth in this Agreement. CUSTOMER is also required to reimburse SECTV the retail purchase cost of said Equipment for any loss of, or damage to, the Equipment while in CUSTOMER's possession, including loss or damage caused by agents, employees, or independent contractors of CUSTOMER through any negligence or willful misconduct or loss due to theft.

CUSTOMER maintains no property right or interest in the Communications Equipment. All right, title, and interest to such items remains at all times solely with SECTV. CUSTOMER shall not have, nor shall it assert any right, title, or interest in said Equipment described by this Agreement.

CUSTOMER shall not subject said Communications Equipment provided hereunder to any claims, liens, or encumbrances.

Said Communications Equipment deemed defective shall be repaired or replaced by SECTV without cost to CUSTOMER provided that such defect was not caused by the negligence or willful misconduct of CUSTOMER, CUSTOMER's agents, employees, or independent contractors.

CUSTOMER may not prevent SECTV from accessing or removing SECTV owned equipment, provided that SECTV's actions are consistent with this Agreement. CUSTOMER agrees, with reasonable notice, to make said Communications Equipment available to SECTV for testing and maintenance necessary in a condition specified by SECTV or one of its Agents.

SECTV shall not be liable for any damage to the premises of CUSTOMER resulting from the furnishing of said equipment on CUSTOMER's premises or the installation or removal thereof, when such damage is not the

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result of negligence or willful misconduct on the part of the agents, employees, or contractors of SECTV. CUSTOMER represents ownership of the property address and or has the authority of the owner to allow SECTV access and Installation of Communication Equipment.

SECTV makes no warranties or Agreements, written or implied, including warranties of fitness for a particular purpose, in connection with said Equipment.

XXXIV. EXCLUSIONS FROM MAINTENANCE OBLIGATIONS:

SECTV's obligation to perform Maintenance under this Agreement is conditioned upon the Services not having been altered, maintained or repaired by any party other than SECTV, without SECTV's prior consent, the malfunction not being the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than SECTV (including use in conjunction with Circuit electrically or mechanically incompatible) and, upon the Services not having been damaged by theft, vandalism, fire, lightning, explosion, power failure, or other casualty or act of God, war or terrorist attack. SECTV's obligation to provide maintenance hereunder does not include parts and labor associated with normal aging such as batteries, magnetic tape, disks, headsets, firmware or the use of consumable items such as teletype paper or printer ribbons.

XXXV. OTHER SERVICES:

OTHER SERVICES: All non-maintenance work, such as additions, deletions, upgrades, moves and changes, performed by SECTV either on the Premises or remotely at the Customer's request during Regular Hours, shall be billed at the SECTV's then prevailing material and labor rates. All such non-maintenance work performed by SECTV's at the CUSTOMERS's request during other than Regular Hours shall be billed at the SECTV's then prevailing overtime labor rates.

XXXVI. INDEMNIFICATION:

INDEMNIFICATION: Customer shall indemnify SECTV against, and hold SECTV harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with Customer's improper use and possession of the Circuit.

XXXVII. ASSIGNMENT:

ASSIGNMENT: Without SECTV's prior written consent, CUSTOMER shall not either assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Services or any interest in this Agreement or the Services, or sublet or lend the Services or permit it to be used by anyone other than CUSTOMER or CUSTOMER's employees. SECTV may assign its rights, title and interest in and to this Agreement, the Services and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Agreement and the Services, in whole or in part. Any assignees shall have all of the rights of SECTV under this Agreement. Subject to the foregoing, this Agreement insures to the benefit of and is binding upon the successors and assigns of the parties hereto. Upon assignment of SECTV's interest herein, SECTV will cause written notice of such assignment to be sent to CUSTOMER which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by SECTV or by CUSTOMER to evidence the assignment, but CUSTOMER will acknowledge such assignments in writing if so requested.

XXXVIII. TERMINATION:

TERMINATION: In the event of a breach of this Agreement by either party, the non-defaulting may terminate upon occurrence of said default. The non-defaulting party shall provide the defaulting party with thirty (30) days in which to cure. Failure to cure said default shall, at the option of the non-defaulting party, result in termination. An Event of Default shall mean the occurrence of the following:

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CUSTOMER fails to make any Service Payment as it becomes due in accordance with the terms of this Agreement, and any such failure continues for thirty (30) days after the due date thereof;

CUSTOMER fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by CUSTOMER;

The discovery SECTV that any statement, representation or warranty by CUSTOMER in this Agreement or in any writing ever delivered by CUSTOMER pursuant thereto or in connection herewith is false, misleading, or erroneous in any material respect.

Upon termination of this Agreement prior to the Termination Date, as defined herein ("Early Termination Date"), SECTV, at its sole discretion, will impose an Early Termination Fee as follows: CUSTOMER agrees to pay SECTV 50% of the average monthly cost for the remainder of the contract term.

XXXIX. RENEWAL OPTION:

RENEWAL OPTION: Provided that there is no Event of Default (as defined herein) or any event which with notice or lapse of time, or both, could become an Event of Default, this Agreement will automatically renew on a one (1) year basis upon expiration of the Initial Agreement Term. At its sole discretion, CUSTOMER reserves the right to alter its Service Payment amounts upon this renewal option. SECTV shall provide written notice of any change in the Service Payment to Customer. If within two (2) months of receipt of the new Service Payment, SECTV and CUSTOMER are unable to agree upon a revised Service Payment, this Agreement shall terminate upon the provision of thirty (30) day written notice by either party. All other terms and conditions of the original Agreement shall remain in effect during any such renewal period unless amended in writing by the parties.