

**This is a legal agreement between you, the customer, and Service Electric Cable TV, Inc. Signature on this agreement or use of the service indicates that you accept these applicable terms.**

1. Customer shall abide by all the terms of all PenTeleData policies including the PenTeleData Residential Service Agreement (RSA) and Acceptable Usage Policy (AUP) as they may change from time to time. The Acceptable Usage Policy is located at HIGH SPEED INTERNET SERVICE AGREEMENT <http://www.ptd.net/policies>. If you do not agree to all of the terms of the RSA and AUP, contact Service Electric immediately and terminate your agreement. Any prepayment or installation fees will be refunded to you. Use of the service indicates agreement with all terms and conditions of the RSA and AUP.

2. Customer shall use the cable modem for internet access located within the same residence only. Customers shall not lease or sublease or provide internet access to others through the use of the cable modem or otherwise. Use of servers of any kind is prohibited. Servers include but are not limited to ftp servers, mail servers, game servers, and web servers. PTD permits IP traffic only. Other protocols are prohibited without prior arrangement. The service is provided to the named applicant (Customer) for their private non-commercial use.

3. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER SERVICE ELECTRIC, PTD NOR ANY LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES PTD, SERVICE ELECTRIC, THEIR AGENTS, EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER. PTD, SERVICE ELECTRIC, ITS EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED EQUIPMENT, WITHOUT LIMITATION, PTD and SERVICE ELECTRIC SHALL NOT BE HELD LIABLE FOR LOSS OF ANY SOFTWARE, HARDWARE OR DATA, IN WHATEVER FORM STORED ON ANY COMPUTER EQUIPMENT ONTO WHICH A CABLE MODEM AND ASSOCIATED EQUIPMENT IS INSTALLED. IT IS THE CUSTOMER'S RESPONSIBILITY TO BACK UP ANY AND ALL DATA, AND SOFTWARE PRIOR TO THE INSTALLATION OF THE CABLE MODEM AND ASSOCIATED EQUIPMENT.

4. Additional Charges: Customer is subject to additional charges including, but not limited to, excess PTD storage charges.

5. Email boxes: PenTeleData provides Customers with up to 5 email boxes per account. Any email box that is inactive for six consecutive months will be deleted. Any email within an inactive email box is probably spam and will be automatically deleted without inspection along with the email box. Once deleted, the email address associated with the email box will be deleted and become available for assignment to other customers. An email box is inactive if it has not been checked in 6 months, does not have an email forward associated with it and is not the primary login for a dial-up account. If you intend to keep a mailbox active you may do so by retrieving email from within the email box at least once every 6 months. PenTeleData is not responsible for any loss of any kind because of the deletion of boxes or the email inside. If your email box is deleted for inactivity or in error, you may contact Customer Service at 800.281.3564 to have the email box reinstated if the email address is still available.

6. PTD and Service Electric shall not be liable to Customer for any damages arising from any event that is out of the control of PTD or Service Electric. Neither shall PTD or Service Electric be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including but not limited to, lost profits, or for the loss of data or information of any kind, however caused and arising out of or in connection with the performance of PTD or Service Electric or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not PTD or Service Electric has been made aware of the possibility of such damages. In no event shall liability exceed a refund of amounts actually paid by Customer for the then current year.

7. Customer expressly acknowledges that the bandwidth provided by PTD and Service Electric is a shared service. Any quoted bandwidth rating/transfer rate for High Speed Internet Service is a maximum rate and not guaranteed based upon the shared service. Due to the demands of the Internet and the limitations of other networks that comprise the Internet and Customer's equipment limitations, the maximum speeds may be available but only on a burst basis and service may not be continuous. Customer shall use reasonable efforts to minimize unnecessary network traffic and interference with the work of other users of

interconnected networks. Service Electric and PTD reserve the right to terminate service, if in PTD & Service Electric's sole determination customer utilizes excessive bandwidth. PenTeleData and Service Electric 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 and protocols or applications in use and does not block any specific service.

8. Customer hereby certifies that he or she is 18 years of age or older and will not use this service to conduct any illegal activity including but not limited to violations of the Communications Decency Act of 1996. Customer is solely responsible For limiting access to objectionable materials, which may be on the Internet. PTD and Service Electric take no responsibility or liability for unauthorized viewing of said materials by minors or any other persons.

9. Account holder owned equipment: Customers may purchase cable modems from other sources. Service Electric cannot and does not guarantee that any cable modem that is not leased from Service Electric will work properly within the Service Electric cable system. SECTV and PTD are not responsible for technical support for hubs, routers, computers, gaming systems, VOIP devices or any other equipment not supplied by SECTV or PTD.

10. This agreement is and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and performed in Pennsylvania. Any cause of action of a Customer or its designated user with respect to the Service must be instituted within one year after the claim or cause of action has arisen or be barred.

11. Customer hereby indemnifies and will hold harmless, PTD, Service Electric, its successors and assigns, from any and all copyright, trademark, patent or any other legal liability arising out of the use of this service.

12. Breach of this Agreement by Customer may result in immediate termination of services in addition to liability for any and all damages, including attorney fees and costs.

13. It is advisable to be familiar with Service Electric's billing rules in order to prevent billing disputes. The sooner a billing dispute is brought to our attention, the easier it will be to resolve to everyone's satisfaction. We are unaware of a problem unless it is brought to our attention by either calling the Billing Department. Any disagreement or dispute concerning a bill must be made within 60 days of the billing date. Charges disputed after this period of time will not be considered negotiable. Service Electric may use various means to collect delinquent accounts including but not limited to appropriate legal action and/or collections agencies. In the event Service Electric incurs fees or expenses, including collection agency and/or attorney's fees and court costs, due to the collections of delinquent debt, you agree to reimburse Service Electric for all such fees and expenses that are reasonably incurred, up to the maximum permitted by applicable law.

#### **ADDRESSABLE EQUIPMENT/MODEM/MTA AGREEMENT**

IT IS UNDERSTOOD THAT ALL EQUIPMENT DOCUMENTED ON THE ORDER, IS AND WILL REMAIN, THE PROPERTY OF SERVICE ELECTRIC CABLE TV, INC. UNLESS OTHERWISE SPECIFIED. THIS EQUIPMENT IS BEING PROVIDED FOR THE LENGTH OF THE SERVICE AND THE SUBSCRIBER WILL BE HELD RESPONSIBLE FOR THE CURRENT REPLACEMENT COST: UP TO \$500 PER HD DVR GATEWAY, \$110 PER REMOTE PLAYER, \$500 PER DVR CONVERTER, \$400 PER HIGH DEFINITION CONVERTER, \$200 PER DIGITAL CONVERTER, \$100 PER CABLE MODEM/MTA, \$60 PER HD DIGITAL TUNER.