

Internet Subscriber Agreement

OPERATOR ACCEPTABLE USE POLICY

Your local Satellite Center affiliated cable operator ("Operator") seeks to create and foster an on-line community that can be used and enjoyed by all its cable modem customers across all ISPs offered by Operator. To further that goal, Operator has developed an Acceptable Use Policy. Although much of what is included here is common sense, Operator takes these issues very seriously and will enforce its rules to ensure enjoyment by all of its members. Operator reserves the right to suspend or cancel a subscriber's account for engaging in inappropriate conduct. (Subscribers, of course, also remain legally responsible for any such acts.) In using the services of any ISP as provided over Operator's cable network (the "ISP Service"), subscribers accept this non-exhaustive list of restrictions as well as those set forth in Operator's Cable Modem Subscription Agreement and agree to use the ISP Service only for lawful purposes and not to use or allow others to use the ISP Service in violation of the following guidelines:

- The ISP Service is provided to you for personal, non-commercial use only. The service cannot be used for any enterprise purpose whatsoever whether or not the enterprise is directed toward making a profit. If it is your intention to use this service for these purposes, please contact Operator to inquire whether commercial grade service programs are available.
- The ISP Service may not be used to engage in any conduct that interferes with Operator's ability to provide service to others, including the use of excessive bandwidth.
- The ISP Service may not be used to breach or attempt to breach the security, the computer, the software or the data of any person or entity, including Operator, to circumvent the user authentication features or security of any host, network or account, to use or distribute tools designed to compromise security, or to interfere with another's use of the ISP Service through the posting or transmitting of a virus or other harmful item to deliberately overload or flood that entity's system.
- In using the ISP Service, you may not use an IP address or client ID not assigned to you, forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting or probe, scan or test the vulnerability of any system or network by the use of sniffers, SNMP tools or any other method.
- The ISP Service may not be used to post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient.
- The ISP Service may not be used to upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others. These include, but are not limited to, materials infringing or compromising intellectual property rights or the ability to maintain trade secrets and other personal information as private; the ability to avoid hate speech; threats of physical violence; harassing conduct; sexually oriented material that is offensive or inappropriate; and unsolicited bulk e-mail.
- The ISP Service may not be used to engage in or foster any consumer fraud such as illegal gambling, "Make Money Fast" schemes, chain letters, Pyramid, or other investment schemes, or to make or encourage people to accept fraudulent offers by e-mail, USENET or other means, of products, items or services, originating from your account, or through a third party which implicates your account or to post or transmit off-topic or commercial messages on bulletin boards.

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- You may not engage in any of the above activities using the service of another ISP, while channeling such activities through your ISP Service account or using this account as a mail drop for responses.

CABLE MODEM SERVICE SUBSCRIPTION AGREEMENT

NOTE TO SUBSCRIBERS--IMPORTANT: The ISP Service described in this Agreement (the "ISP Service") is the online content, features, functions and services (including Internet access) of the ISP selected by Subscriber, as provided over Operator's cable network. Each of Operator and ISP has different areas of responsibility for the ISP Service. This Agreement principally covers the general rights and obligations Subscriber has with regard to Operator, not ISP. However, where stated, some aspects of this Agreement apply to Subscriber's relationship with ISP.

The ISP may have one or more separate agreements, policies or other terms covering Subscriber's right and obligations with regard to the ISP Service ("ISP Terms") that are also binding on Subscriber. This Agreement does not cover any features or services that are not distributed over the Operator's cable network that may be provided to Subscriber by ISP separately from the ISP Service under the ISP Terms. **In the event of termination of the ISP Service, Subscriber must also contact ISP to ensure that these other features or services (such as dial-up access) are properly continued or discontinued.**

Please refer to the Subscriber Materials for information on how to contact each of Operator and ISP for different areas of customer support.

1. Definitions.

- (a) "Agreement" means this Subscription Agreement, as it may be amended from time to time by Operator.
- (b) "Computer" means the personal computer(s) located at Subscriber's residence that will be used to access the ISP Service, as specified on the accompanying work order. Each Computer will need to meet certain minimum hardware and software requirements that will be specified for the ISP Service; such requirements may be changed from time to time by Operator and/or ISP ("System Requirements").
- (c) "ISP" means the Internet service provider selected by Subscriber from among those offered by Operator for the ISP Service.
- (d) "Operator" means the local Satellite Center affiliated cable operator that is providing the ISP Service over its cable system, or any cable operator to whom such Operator assigns this Agreement.
- (e) "Operator Equipment" is defined in Section 4(b).
- (f) "Operator Parties" shall mean Operator and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.
- (g) "Software" means the computer software, if any, licensed by ISP to Subscriber to access the ISP Service, or licensed by Operator to Subscriber to facilitate installation or distribution of the ISP Service.
- (h) "Subscriber" means the account holder authorized by Operator to access and use the ISP Service.

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(i) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by Operator and/or ISP to Subscriber regarding use of the ISP Service.

(j) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 12(c), as it may be amended from time to time by Operator.

(k) "Terms of Use" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by Operator regarding permissible or impermissible uses of, or activities related to, the ISP Service.

2. General.

(a) This Agreement (and the Terms of Use) set forth the terms and conditions governing Operator's provision of the ISP Service to Subscriber. No representation, warranty, term or condition, and no statements or agreements by any employee or agent of Operator, other than as specifically set forth in this Agreement, shall be binding on Operator. Each of Operator, ISP or Subscriber may terminate the ISP Service to Subscriber at any time for any reason, in its sole individual discretion. This Agreement will, however, remain in full force and effect for any ISP Service subscribed for by Subscriber, regardless of Subscriber's changing his or her choice of ISP.

(b) The ISP Service has maximum "throughput" limits (i.e., limits on the rate at which data may be sent to or received from the Subscriber at any time), as set forth in the price list and Subscriber Materials for the ISP Service.

(c) Subscriber acknowledges and agrees that Operator and ISP shall each have the right to monitor Subscriber's "bandwidth consumption" (i.e. aggregate volume of data that may be sent or received) at any time and on an on-going basis, and to limit excessive bandwidth consumption by Subscriber (as determined by Operator and/or ISP) by any means available to Operator or ISP, including suspension or termination of ISP Service.

(d) Operator reserves the right to implement specific limits on the maximum amount of bandwidth consumption available to Subscriber per month for the level of ISP Service subscribed for by Subscriber. Once such limits are implemented, if Subscriber exceeds the bandwidth consumption limits assigned to the level of ISP Service for which Subscriber has subscribed in any month, Operator (or ISP if ISP is billing Subscriber for ISP Service) has the right to limit bandwidth consumption by Subscriber in excess of such level by any means available to Operator or ISP, including suspension of ISP Service, and/or to impose additional fees and charges on Subscriber.

(e) In addition to the foregoing, Operator and ISP each shall have the right at any time to add to, modify or delete any aspect, feature or requirement of the ISP Service, including but not limited to content, equipment and system requirements. Operator shall have the right to add to, modify or delete any provision of this Agreement and/or any Terms of Use established by Operator and/or the Subscriber Privacy Notice at any time. An online version of this Agreement, the Terms of Use, and the Subscriber Privacy Notice, as so changed from time to time, will be accessible at <http://www.satcen.com> or another online location as designated by Operator. Operator will notify Subscriber of any significant change in this Agreement, the Terms of Use or the Subscriber Privacy Notice. Upon any such change, Subscriber's continued use of the ISP Service will constitute Subscriber's consent to such change. If Subscriber does not agree to any such change, Subscriber immediately shall stop using the ISP Service and notify Operator and ISP that he/she is terminating the subscription to the ISP Service.

(f) Subscriber represents and warrants that he/she is at least 18 years of age.

(g) **Subscriber is responsible in all respects (including payment obligations) for all use of Subscriber's account, including under any screen name, user name or password by any person, and all use by others of Subscriber's account is subject to the terms hereof and the Terms of Use.** For the purposes of this Agreement, all use of Subscriber's account, whether or not authorized by Subscriber, shall be deemed Subscriber's use. Subscriber shall be responsible for protecting the confidentiality of Subscriber's passwords, and for ensuring that all use of Subscriber's account complies fully with the provisions of this Agreement and the Terms of Use.

(h) Subscriber may access via the ISP Service certain content, merchandise, products and services for which there are

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charges payable to third parties (which may include ISP and/or entities affiliated with Operator). Subscriber agrees that all such charges will be Subscriber's sole and exclusive responsibility and agrees to pay the same when due, and shall indemnify and hold harmless the Operator Parties for all liability in connection therewith. Operator is not liable for the quality of any content, merchandise, products or services (or the price thereof) offered to Subscriber via the ISP Service, for the representations or warranties made by the seller and/or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

(i) Transfer of all or a portion of the account, the ISP Service or the Operator's Equipment by Subscriber to any other person or entity, or to a new residence or other location, is prohibited.

3. Charges.

(a) The following subsections (i) through (v) shall apply if, and only if, Operator is the party billing Subscriber for the ISP Service:

(i) Subscriber agrees to pay Operator for his/her subscription to the ISP Service and for all use of Subscriber's account, including applicable charges for installation, if any, and all applicable local, state and federal fees and taxes. Charges for the ISP Service are set forth on a separate price list of which Subscriber hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, use-based) of charges for the ISP Service are subject to change. Recurring monthly ISP charges will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges based upon time or bandwidth usage, and for pay-per-view and pay-per-play offerings) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(ii) An administrative late charge may be charged on ISP Service accounts that are past due. Payment for the ISP Service must be received by Operator on or before the due date stated on the monthly bill. Failure to deliver payment by the due date is a breach of this Agreement. Subscriber agrees that each individual non-payment causes Operator to suffer damages in an amount that is difficult to ascertain with certainty. Operator has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a liquidated damages late fee amount. The current late fee is listed in the list of charges on the price list or can be provided upon request. Operator reserves the right to change the late fee amount at any time in the future upon notice to Subscriber of the new amount.

(iii) Once Subscriber's account or any other account of Subscriber with Operator is past due, Operator may terminate ISP Service to Subscriber without notice.

(iv) If Subscriber's account is past due and Operator sends a collector to the Subscriber's premises, a field collection fee may be charged. The current field collection fee is listed in the list of charges on the price list or can be provided on request.

(v) If Subscriber discontinues the ISP Service or the ISP Service to Subscriber is discontinued for any reason including nonpayment, Subscriber may be required, in addition to payment of all outstanding balances on all accounts with Operator, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(b) Operator may verify Subscriber's credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Subscriber's credit standing. Regardless of credit standing, Operator may require a bank or credit card or account debit authorization from Subscriber. The foregoing may apply if Operator is billing Subscriber for the basic ISP Service and also with regard to Operator's provision of Operator Equipment to Subscriber if ISP is billing the Subscriber for the basic ISP Service.

(c) Operator may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee is listed in the list of charges on the price list or can be provided on request.

(d) Subscriber will also be responsible for all other expenses (including reasonable attorneys' fees) incurred by Operator in collecting any amounts due under this Agreement and unpaid by Subscriber.

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(e) Regardless of whether Operator is billing for the basic ISP Service, ISP may require submission of a bank or credit card or account debit authorization or other assurance of payment from Subscriber, including in the event that charges for additional or continuing services outside the ISP Service billed by Operator are or will be payable under the ISP Terms. Operator or ISP may bill any bank or credit card submitted by Subscriber to ISP or utilize any other means of payment available to ISP for any past due amounts payable to Operator hereunder.

(f) Notice given by Subscriber to Operator of termination of Subscriber's ISP Service may not be sufficient to terminate billing by ISP for additional or continuing services under the ISP Terms. Subscribers are solely responsible for contacting ISP in addition to Operator to ensure that all such services are terminated in accordance with the ISP Terms.

(g) Responsibility for billing of Subscriber for the ISP Service may be changed between Operator and ISP upon notice to Subscriber.

4. Installation; Equipment and Cabling.

(a) The installation services and related equipment that will be available from Operator for a standard installation are as described in Operator's list of charges. Other services that may be available from Operator at additional charges for a non-standard installation are also described in Operator's list of charges. If self-installation is available from Operator and elected by Subscriber, Operator will provide kits and instructions and any related installation services as described in the list of charges. Subscriber authorizes Operator to make any preparations to the premises necessary for the installation, maintenance or removal of equipment.

(b) Any equipment provided by Operator to Subscriber (other than any Network Interface Card ("NIC") installed in the Computer) will be considered "Operator Equipment" and will be subject to Section 4(g) below. Any cabling installed by Operator will remain the property of Operator except as otherwise required by applicable law.

(c) Operator will have no obligation to install, support, maintain, repair or replace (x) any Computer; or (y) any cable modem or cabling or other equipment that is not Operator Equipment. Operator will not support, repair, replace or maintain any NIC, regardless of whether provided and installed by Operator.

(d) Operator and its authorized agents may enter Subscriber's premises and have access to Subscriber's Computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Operator Equipment, to install or deliver the Software, or to disconnect and remove the Operator Equipment.

(e) Operator and ISP shall have the right to upgrade, modify and enhance cable modems and Software from time to time through "downloads" from the network or otherwise. Without limiting the foregoing, Operator may, at any time, employ such means to limit the throughput available through individual cable modems whether or not provided by Operator.

(f) If Subscriber is not the owner of the premises upon which Equipment and Software are to be installed, Subscriber warrants that he/she has obtained the consent of the owner of the premises for Operator personnel and/or its agents to enter the premises for the purposes described in Section 4. Subscriber shall indemnify and hold Operator harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

(g) Operator Equipment and Cabling.

(i) The Operator Equipment is and at all times shall remain the sole and exclusive personal property of Operator, and Subscriber shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Equipment to the Subscriber's residence or otherwise.

(ii) Subscriber will not open, alter, misuse, tamper with or remove the Operator Equipment as and where installed by Operator, and will not remove any markings or labels from the Operator Equipment indicating Operator ownership or serial or identity numbers. Subscriber will safeguard the Operator Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Operator) will not permit anyone other than an authorized representative of

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Operator to perform any work on the Operator Equipment.

(lii) Upon termination of the ISP Service to Subscriber, for whatever reason, Subscriber acknowledges that his/her right to possess and use the Operator Equipment shall likewise terminate. In such event, the Operator Equipment shall be returned to Operator in the same condition as when received, ordinary wear and tear excepted. Subscriber will promptly return the Operator Equipment or notify Operator to schedule retrieval by Operator. If Subscriber does not promptly return the Operator Equipment or schedule retrieval, Operator may enter any premises where the Operator Equipment may be located for the purpose of disconnecting and retrieving the Operator Equipment. Failure of Operator to remove its Operator Equipment shall not be deemed an abandonment. Subscriber will pay the expense incurred by Operator in any retrieval of the unreturned Operator Equipment from Subscriber. Operator may charge Subscriber a continuing monthly fee until any remaining Operator Equipment is returned, collected by Operator or fully paid for by Subscriber in accordance with Section 4(g)(iv). The current fee is listed in the list of charges on the price list or can be provided on request.

(lv) If the Operator Equipment is damaged, destroyed, lost or stolen while in Subscriber's possession, Subscriber shall be liable for the cost of repair or replacement of the Operator Equipment. If the Operator Equipment is not returned to or retrieved by Operator as described in Section 4(g)(iii) upon termination of the ISP Service, Subscriber will pay Operator, on demand, the amount specified in the then-current price list for the replacement cost of the Operator Equipment without any deduction for depreciation, wear and tear or the physical condition of such Operator Equipment. Subscriber agrees that if he/she fails to return the Operator Equipment, Operator or ISP can charge Subscriber's credit card for the amounts described in Sections 4(g)(iii) and 4(g)(iv), in addition to any other remedies or collection efforts. If Operator is charging a security deposit, the obligations of Operator regarding such security deposit shall be governed by the terms of the deposit receipt provided by Operator to Subscriber at the time the deposit is collected.

(v) Upon termination of the ISP Service, subject to applicable law and regulation, Operator may, but shall not be obligated to, remove any cabling installed by Operator on Subscriber's premises.

(h) Software. To the extent any Software is licensed by Operator (such as self installation tools, but not including any browser or client Software provided by ISP as part of the ISP Service), such Software is provided for the limited purpose of facilitating Subscriber's use of the ISP Service as described in this Agreement. Subscriber will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. Subscriber will return or destroy all Software provided by Operator and any related written materials promptly upon termination of the ISP Service to Subscriber for any reason. All other Software is licensed under the ISP Terms and is not the responsibility of Operator.

5. Subscriber Conduct.

(a) The ISP Service as offered and provided under this Agreement is a residential service offered for personal, non-commercial use only. Subscriber will not resell or redistribute (whether for a fee or otherwise) the ISP Service, or any portion thereof, or otherwise charge others to use the ISP Service, or any portion thereof. Subscriber agrees not to use the ISP Service for operation as an internet service provider, for the hosting of websites (other than as expressly permitted as part of the ISP Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit.

(b) Subscriber acknowledges that Subscriber is responsible for and assumes all risks with respect to whether materials uploaded, posted or otherwise made available on or via the ISP Service through Subscriber's account may violate any laws or rights.

6. Review and Enforcement.

(a) Operator shall have the right, but not the obligation, to review content on public areas of the ISP Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.

(b) Operator may suspend Subscriber's account, or cancel Subscriber's account without prior notification if Operator determines in its discretion that Subscriber has violated this Agreement or any of the Terms of Use. Operator reserves the right to suspend or terminate the ISP Service to Subscriber for a single violation of this Agreement or the Terms of Use.

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(c) Subscriber agrees that Operator shall have the right to take any action that Operator deems appropriate to protect the ISP Service or Operator's facilities and Operator Equipment.

7. Republication.

(a) Subscriber acknowledges that material posted or transmitted through the ISP Service may be copied, republished or distributed by third parties, and will hold the Operator Parties harmless for any harm resulting from such actions.

(b) Subscriber hereby grants to Operator, and hereby represents and warrants that he/she has all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display in any media all material posted on the public areas of the ISP Service via Subscriber's account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the ISP Service.

8. Support; Service and Repairs. Operator will repair damage to or, at Operator's option, replace Operator Equipment, and otherwise attempt to correct interruptions of the ISP Service, due to reasonable Operator Equipment wear and tear or technical malfunction of the system or network operated by Operator, at Operator's expense. The Subscriber Materials contain details on contacting SATELLITE CENTER for this support. SATELLITE CENTER has no other responsibility for support, maintenance or repair of any equipment, software or service, whether provided by the ISP, a third party or Subscriber. For assistance with other technical problems, Subscriber should refer to the Subscriber Materials or the support area of the ISP Service. If any other support services are available from Operator, such services will be at additional charges as described in Operator's price list.

9. Service Interruptions; Force Majeure. Except as otherwise legally required, Subscriber is entitled to a prorated credit upon request only in the event of complete failure of the ISP Service due to technical malfunction of the system or network operated by Operator and/or ISP for twenty-four (24) consecutive hours or more. To qualify for an adjustment, Subscriber must request a credit from Operator within thirty (30) days of the failure. Such a credit will be refunded on the next practicable bill for the ISP Service issued by Operator to Subscriber. The Operator Parties shall have no liability, including as set forth in this Section 9, for interruption of the ISP Service due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. Operator is only obligated to provide the above-referenced credits if Operator is billing Subscriber for the ISP Service at the time of the outage.

10. Disclaimer of Warranty; Limitation of Liability.

(a) SUBSCRIBER AGREES THAT THE ISP SERVICE IS PROVIDED BY OPERATOR ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. OPERATOR MAKES NO WARRANTY THAT THE ISP SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. SUBSCRIBER FURTHER AGREES THAT ALL USE OF THE ISP SERVICE (INCLUDING BUT NOT LIMITED TO THE ACCESSING AND USE OF CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO SUBSCRIBER AND THE DOWNLOADING OF COMPUTER FILES) IS AT SUBSCRIBER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING:

(i) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY ISP TO SUBSCRIBER THAT ARE NOT PART OF THE ISP SERVICE AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS AGREEMENT AND OPERATOR HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES.

(ii) NONE OF THE OPERATOR PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF SUBSCRIBER'S

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COMMUNICATIONS VIA OPERATOR'S FACILITIES OR THE ISP SERVICE (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE ISP SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR SUBSCRIBER'S COMPUTER(S) OR ONLINE COMMUNICATIONS. SUBSCRIBER AGREES THAT NONE OF THE OPERATOR PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. SUBSCRIBER HAS THE SOLE RESPONSIBILITY TO SECURE SUBSCRIBER'S COMPUTER AND ONLINE COMMUNICATIONS.

(b) SUBSCRIBER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE ISP SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO SUBSCRIBER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE OPERATOR PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 6(B) AND 9 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY OPERATOR PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE ISP SERVICE (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE ISP SERVICE, ANY ACTION TAKEN TO PROTECT THE ISP SERVICE OR THE BREACH OF ANY WARRANTY.

(d) SUBSCRIBER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 10 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE ISP SERVICE, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE OPERATOR PARTIES.

11. Indemnification. Subscriber agrees to defend, indemnify and hold harmless the Operator Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the ISP Service by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by ISP to Subscriber.

12. Privacy.

(a) Subscriber's privacy interests, including Subscriber's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Cable Communications Act (the "Cable Act") and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws, is described in the Subscriber Privacy Notice delivered to Subscriber by Operator on its own behalf and on behalf of its Affiliated ISPs (as defined in Section 12(c)), which is incorporated herein by reference. Subscriber acknowledges receipt of the Subscriber Privacy Notice.

(b) Operator may collect (whether automatically or otherwise) and share (with other Satellite Center entities and with ISP) information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Cable Act) relating to Subscriber that Operator may acquire as a result of the provision of the ISP Service. Subscriber hereby expressly consents to the collection by, and sharing between, Operator and ISP and other Satellite Center entities of such information.

(c) The Subscriber Privacy Notice provides information about the privacy practices of ISPs that are affiliated with Operator (America Online and Road Runner and any provider of any other affiliated ISP Service that Operator may offer in the future; collectively, "Affiliated ISPs") in connection with their provision of ISP Services (i.e., ISP services as provided over Operator's cable network). If Subscriber subscribes to the ISP Service of an Affiliated ISP, Subscriber hereby expressly consents to the collection, use and disclosure of personally identifiable information by such Affiliated ISP as set forth in the Subscriber Privacy Notice. Subscriber acknowledges that the provisions of this Section 12(c) are for the benefit of each of the Affiliated ISPs as well as Operator.

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(d) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Operator and its Affiliated ISPs shall each have the right (except where prohibited by law notwithstanding Subscriber's consent), but not the obligation, to disclose any information to protect their respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Subscriber hereby consents to such actions or disclosures.

13. Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY SATELLITE CENTER SERVICE ON THE PART OF SUBSCRIBER) SHALL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR UNDER THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW OR EQUITY. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER SECTIONS 9 AND 10 OF THIS AGREEMENT. THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1 TO 16, SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) SHALL BE SHARED EXCEPT THAT SUBSCRIBER MAY RECOVER HIS/HER FILING AND ARBITRATOR(S) FEES IF SUBSCRIBER IS THE PREVAILING PARTY. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR SHALL NOT HAVE THE POWER TO ORDER PRE-HEARING DISCOVERY OF DOCUMENTS OR THE TAKING OF DEPOSITIONS, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND THE PRODUCTION OF DOCUMENTS AT THE HEARING.

14. Entire Agreement. This Agreement, the accompanying work order and any Terms of Use or other rules now or hereafter specified by Operator for the ISP Service constitute the entire agreement between Operator and Subscriber with respect to the subject matter hereof, and supersedes all previous written agreements between Operator and Subscriber with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Subscriber's cable television service with Operator shall remain in full force and effect. Acceptance of the ISP Service shall constitute acceptance of the terms and conditions herein.

15. Term. This Agreement will remain in effect until terminated by either party or superseded by a revised Subscription Agreement.

16. Continuity of Service. In order to provide continuity of service to Subscriber if the ISP Service is no longer available over Operator's cable system, Subscriber agrees that Operator may (depending on the terms of ISP's agreement with Operator) provide an alternative ISP service to Subscriber. In such event, Operator will notify Subscriber of the date as of which Subscriber will begin receiving the alternative ISP Service, which shall also be governed by this Agreement, and Operator will provide to Subscriber a price list for such alternative service. Subscriber will have the right at any time to terminate the alternative ISP service or to change Subscriber's subscription to any other ISP service then offered by Operator.

17. Interpretation; Severability. This Agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable franchise agreement between a governmental authority and Operator. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

18. Consent to Electronic Notice. Unless otherwise specified, all notices required or contemplated hereunder will be

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provided by Operator by such means as Operator shall determine in its discretion. Without limiting the foregoing, Subscriber agrees that Operator may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by electronic means (e.g., email or online posting).

19. Waiver. Failure by Operator to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

SATELLITE CENTER AND AFFILIATED ISPS SUBSCRIBER PRIVACY NOTICE

We at your local Satellite Center-affiliated cable operator ("Operator," "we" or "us") are providing this Notice to inform you of our practices regarding personally identifiable information that may be collected in the course of providing services to you over our cable system, including video programming services and ISP Services ("cable-based services"). This Notice is being provided in accordance with the Cable Communications Policy Act of 1984 (the "Cable Act"). In addition to the Cable Act, this Notice also makes reference to the Electronic Communications Policy Act of 1986, as amended ("ECPA"), and the Online Copyright Infringement Liability Limitation Act of 1998 ("Copyright Act"), which are also applicable if you are a subscriber to an ISP service provided by Operator over its cable system (an "ISP Service").

This Notice pertains to personally identifiable information about you that you have furnished to Operator, or that Operator has collected, in connection with the provision of cable-based services to you. The provisions of this Notice also apply as indicated herein to personally identifiable information that you have furnished to Affiliated ISPs or that they have collected in connection with their provision of ISP Service. Personally identifiable information does not include aggregate data that

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does not identify you.

The Cable Act's subscriber privacy provisions apply to cable operators, as defined in the privacy provisions of the Cable Act ("Cable Operators"), providing cable and other services over their systems. Our Affiliated ISPs intend to conduct their privacy practices as set forth in this Notice, which provides subscribers to their ISP Services (i.e., their ISP services as provided by Operator over its cable system) with information required by the privacy provisions of the Cable Act, whether or not these Affiliated ISPs qualify as Cable Operators. Our Affiliated ISPs may provide subscribers with other information concerning their general privacy practices through additional policies and notices, which will continue to apply unless inconsistent with this Notice. When using our Affiliated ISPs, you may wish to review these additional policies and notices.

The provisions of this Notice do not apply to non-affiliated, third party ISPs. These non-affiliated ISPs may have their own privacy policies, which you may want to review. You should also be aware that most of the content and applications provided through your ISP Service are provided by third parties, and that by accessing the online content of these third parties you may cause or enable the transmission by the system to them of personally identifiable information. The policies described in this Notice do not apply to such third parties. These third parties may have their own privacy policies, which you may also want to review.

Seven areas are covered by this Notice:

1. The nature of personally identifiable information collected about you and the way such information is used;
2. The nature, frequency, and purpose of any disclosure that may be made of such information;
3. Disclosure of information to governmental entities and through legal process;
4. The period of time such information will be maintained;
5. Your online communications on your ISP Service;
6. The times and place you may have access to the information collected; and
7. Your rights under the Cable Act.

1. Collection and Use of Personally Identifiable Information

In order that Operator can provide service to you and operate efficiently, Operator collects the following types of information about you that may constitute personally identifiable information: your name, home, email and work address, telephone numbers, social security number, and credit and credit card information. Depending on the services Operator provides to you, our records also may include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable or that are cable ready, the location of these television sets in your home, the number and location of PCs in your home and your PC configuration, the service options you have chosen, and the number of converters, cable modems or other cable equipment installed in your home. We may remotely check your PC to the extent necessary to determine whether it is susceptible to unauthorized access or the dissemination of computer viruses. We may also keep records of research concerning subscriber satisfaction with our services, which are obtained from subscriber interviews and questionnaires. Additionally, Operator may have a record of whether you rent or own your home in the event that landlord permission is required prior to installing our cable facilities. We also maintain subscriber correspondence (via e-mail or otherwise) and, if you are an ISP Service subscriber, we may keep records of violations and alleged violations of your ISP Service Subscription Agreement with Operator (your "Subscription Agreement") and other rules governing your use of the ISP Service. Finally, Operator may sometimes obtain from third parties publicly available information about our subscribers.

The information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about Operator's services; to maintain or improve the quality of Operator's services; to answer questions from subscribers (i.e., for troubleshooting); to ensure

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compliance with relevant law and contractual provisions; to market cable or other services or products that you may be interested in; and for tax and accounting purposes.

Operator's system, in delivering and routing the ISP Services, and the systems of Operator's Affiliated ISPs, may automatically log information concerning Internet addresses you contact, and the duration of your visits to such addresses. Operator does not use or disclose any personally identifiable information that may be derived from these logs for marketing, advertising or similar purposes. Operator, as described above, as well as your ISP, in providing the ISP Service to you, also has access to personally identifiable information about you or your ISP account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. You have consented, in your Subscription Agreement, to the collection of personally identifiable information as described in this paragraph.

Under the Cable Act, a Cable Operator may also collect personally identifiable information over a cable system without subscribers' consent if it is necessary to provide services to subscribers, or to prevent unauthorized access to services or subscriber data.

Our Affiliated ISPs also may collect the following types of information that may constitute personally identifiable information:

--*registration and account information*, including your name, address, telephone number, screen names and email address(es), means of subscription, billing and payment (including credit card) information, and complaint and service history;

--*account usage information*, including information about how often and how long you use the relevant ISP Service, areas of the ISP Service visited and features of the ISP Service selected or used, and purchases that you have made through the ISP Service;

--*technical information*, including information about your computer system, its software and modem, and your geographical location;

--*other subscriber information*, including preference and other information you provide when you use or personalize your use of your ISP Service, information provided by any Affiliated ISPs' business partners, information you publish on the ISP Service, and information from other sources (for example, publicly available supplementary data).

2. Disclosure of Personally Identifiable Information

Personally identifiable information that Operator maintains related to its subscribers will be disclosed by Operator without the prior written or electronic consent of subscribers only if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) for mailing lists as described below.

The types of persons to whom information about you may be disclosed by Operator in the course of providing cable service to you include the employees of Operator and its related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to Operator when they have a legal right to inspect our books and records.

In addition, if you are an ISP Service subscriber, information, including personally identifiable information, may be shared between Operator and your ISP in providing the ISP Service. The types of persons to whom information about you may be disclosed in the course of providing an ISP Service to you may include, in addition to those persons listed above, your ISP and its employees or other entities who provide content and/or services to the ISP Service or to you via the ISP Service.

Information for billing purposes is generally provided by Operator on a monthly basis. Information for other purposes is provided by Operator as it is needed.

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Unless you object, the Cable Act also permits Cable Operators to disclose personally identifiable information to others, such as advertisers and direct mail or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for purposes other than as described in the first three paragraphs of this Section 2 and in Section 3 of this Notice is limited to the following "mailing list information": your name, address and the particular services to which you subscribe (e.g., HBO or other premium channels or tiers of service). In addition, Operator may add to its mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service, including the extent of your use of any ISP Service, or the nature of any transaction you make over the cable system. Operator may disclose such mailing list information from time to time. If you wish to have us remove you from our mailing list, please notify us in writing at the main office of your local Operator.

In addition to any disclosures permitted in the first paragraph of this Section 2, our Affiliated ISPs may also disclose, pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in connection with the provision of services to you, in order to fulfill transactions that you request, to personalize your online experience, to comply with criminal or civil legal process (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of their businesses. For example, our Affiliated ISPs may disclose your personally identifiable information routinely to their employees, agents and contractors to maintain, market, provide, and audit your ISP Service; to outside auditors to check their records; to attorneys and accountants as necessary to render services to such ISPs; and to merchants from whom you make purchases. The frequency of such disclosures varies according to business needs. The names and addresses of subscribers to our Affiliated ISPs may also be disclosed to selected companies in order to provide you direct mail product and service offers, subject to the marketing preferences you may select when using your ISP Service. In disclosing name and address information for such purposes, our Affiliated ISPs may combine these lists with publicly available information (such as census and household information), or segment them (i.e., create separate sub-lists) based on such publicly available information or on other information (such as when the subscriber began using the ISP service, or the subscriber's computer type).

3. Disclosure of Information to Government Entities and Other Legal Process

Federal law requires Operator to disclose personally identifiable information to a governmental entity or other third party pursuant to a court order. If the court order is sought by a governmental entity, the Cable Act requires that you be afforded the opportunity to contest in court any claims made in support of the court order sought. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support. Such information may be obtained without a court order and does not require that a subscriber be given notice of and the opportunity to contest the disclosure.

If you are a subscriber to an ISP Service, ECPA requires your ISP and us to reveal information to the government in certain additional circumstances. ECPA addresses both the content of communications on the ISP Service, as well as subscriber record information. ECPA requires your ISP and us to disclose to governmental authorities the content of communications in response to a criminal warrant or court order without any notice to you and without your consent.

In addition, under ECPA the government may require Operator or your ISP to disclose subscriber record information (but not the content of communications) pursuant to a warrant, court order or subpoena without any notice to you and without your consent.

If you subscribe to an ISP Service, a private party may use a subpoena under the Copyright Act to obtain information about you to maintain a copyright infringement suit against the poster of online material, without any notice to you. Additionally, our Affiliated ISPs may release information about you to comply with valid legal process such as a subpoena or court order, or as required by law.

In your Subscription Agreement, you have agreed that Operator and our Affiliated ISPs may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public

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safety is in peril.

4. Time Period That We Retain Personally Identifiable Information

Operator and its Affiliated ISPs maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that we and our Affiliated ISPs can comply with tax and accounting requirements. When information is no longer necessary for these purposes, we destroy the information unless there is a legitimate outstanding request or order to inspect the information.

5. Your Online Communications on an ISP Service

In addition to the situations described in Section 3, ECPA provides for other exceptional circumstances under which Operator and/or your ISP may be compelled to disclose information about you or your communications, or are permitted to disclose such information. For example, such information may be disclosed to law enforcement if it appears to be evidence of child pornography, or was inadvertently obtained and appears to pertain to a crime. Such disclosure is also permitted to an addressee or intended recipient (or his or her agent), or to a person involved in forwarding such information to its destination; when it is necessarily incident to providing service or to protect our rights or property; to others with your consent or the consent of an addressee or intended recipient (or his or her agent) of communications sent by you; or as otherwise provided for by law. In your Subscription Agreement, you have agreed that Operator and our Affiliated ISPs may disclose any information in their possession to protect their rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

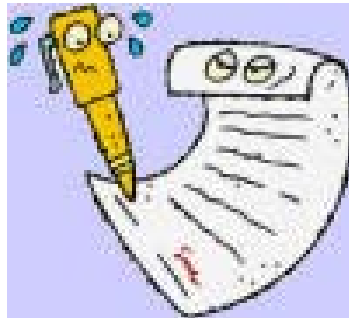
6. Access to Records

Under the Cable Act, you have the right to inspect the records of a Cable Operator that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect these records, please notify Operator in writing and an appointment at our local business office will be arranged during our regular business hours.

7. Your Rights Under the Cable Act

The Cable Act provides you with a cause of action for damages, attorneys' fees and costs in Federal District Court should you believe that any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by a Cable Operator. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any claims that you have under the Cable Act will be decided in arbitration and attorneys' fees and punitive damages will not be available.

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Receipt of Satellite Center Internet Subscriber Agreement

I.1 Operator Acceptable Use Policy I-1

I.2 Cable Modem Service Subscriber Agreement I-2

I.3 Satellite Center and Affiliated ISPS Subscriber Privacy Notice I-3

Signature

Printed Name

Apartment

Date

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