

HIGH SPEED RESIDENTIAL INTERNET SERVICE AGREEMENT

This is an agreement between you, the "Customer", Service Electric Cable TV ("SECTV") and PenTeleData LPI ("PTD") for high-speed non-commercial access to the Internet. Your signature on this agreement or use of the High-Speed Internet Service indicates that you accept the rates, terms, conditions, and policies contained herein and at <http://www.PTD.net/policies>.

1. Customer shall abide by all the rates, terms, conditions and policies contained herein and those found in the PenTeleData Residential Service Agreement (RSA) and Acceptable Usage Policy (AUP) as they may change from time to time. The "PTD" Acceptable Usage Policy is located at <http://www.ptd.net/policies>. If you do not agree to all of the terms of the RSA and AUP, contact "SECTV" 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 a leased or purchased cable modem for internet access in only one residential location. Customers shall not lease or sublease or provide internet access to others through the use of the cable modem or otherwise. Use of any kind of server 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 "SECTV", "PTD" NOR ANY LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES "PTD", "SECTV", 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", "SECTV", ITS EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED EQUIPMENT, WITHOUT LIMITATION, "PTD" and "SECTV" 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 CUSTOMERS 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: "PTD" 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. "PTD" 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, you may contact customer service to have the email box reinstated if the email address is still available.
6. "PTD" and "SECTV" shall not be liable to Customer for any damages arising from any event that is out of the control of "PTD" or "SECTV". Neither shall "PTD" or "SECTV" 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 "SECTV" or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not "PTD" or "SECTV" 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 "SECTV" is a shared service. Any quoted bandwidth rating or 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, the limitations of other networks that comprise the Internet, and the configuration of the Customer's equipment, the maximum speed may only be available on a "burst basis". "PTD" and "SECTV" reserve the right to manage its Networks to provide for maximum efficiency. 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. "SECTV" and "PTD" reserve the right to terminate service, if in "PTD" & "SECTV"'s sole determination customer utilizes excessive bandwidth.
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 "SECTV" 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. "SECTV" cannot and does not guarantee that any cable modem that is not leased from "SECTV" will work properly within the "SECTV" cable system. "SECTV" and "PTD" are not responsible for technical support for switches, routers, computers, gaming systems, VOIP devices or any other equipment not supplied by "SECTV" or "PTD".
10. You may have been provided with a working cable modem and associated equipment for internet access. Customer shall safeguard and take all necessary steps to prevent loss, theft, damage or destruction of "SECTV" equipment. Customer shall not tamper, alter, deconstruct, reconstruct, or in any manner change the condition of the cable modem and other equipment provided to you for your services.
11. Customer hereby indemnifies and will hold harmless, "PTD", "SECTV", 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. "SECTV" may use various means to collect delinquent accounts including but not limited to appropriate legal action and/or collections agencies. In the event "SECTV" 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 "SECTV" 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 "SECTV" 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.