

ANTIETAM CABLE TELEVISION, INC.
DIGITAL PHONE AGREEMENT

This is your customer agreement ("Agreement") with Antietam Cable Television, Inc. ("Antietam," "we," "us," "our") for Antietam's Voice over Internet Protocol Services (together with related 911/E911 and other services, "Digital Phone"). This Agreement incorporates any then-current pricing guide on www.antietamcable.com. Together, these documents set forth the terms and conditions under which residential customers ("Customer," "you," "your") will be provided Antietam's Digital Phone and, if necessary, devices used in connection with the Digital Phone services, including the "Antietam Equipment" defined below.

WHEN YOU ENROLL IN, USE, OR PAY FOR THE DIGITAL PHONE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OR CONDITIONS IN THIS AGREEMENT, CANCEL THE DIGITAL PHONE SERVICES IMMEDIATELY BY CALLING OUR CUSTOMER SERVICE DEPARTMENT AT 301-797-5000 DURING NORMAL BUSINESS HOURS.

1. THE DIGITAL PHONE SERVICES.

- a. Digital Phone versus traditional telephone services.** The Digital Phone services are not traditional telephone services, and we provide them on an as-is basis. Important distinctions exist between traditional telephone services and the Digital Phone services. Some but not all of these distinctions are outlined in this Agreement. Because the Digital Phone services are not designed for use in situations where error-free or uninterrupted service is essential, you expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Digital Phone services could lead to material injury to business, persons, property, or the environment.
- b. Directory listings.** Any phone numbers that you obtain from us will be listed in telephone directories unless you request an unlisted phone number, for which there may be an additional charge.
- c. Changing your Digital Phone services.** You must contact us anytime you wish to upgrade or change your Digital Phone Services. In certain instances, a service call may be required. A time will be scheduled for one of our trained technicians to stop by your home. There may be a fee to upgrade or change your Digital Phone services. A Customer Service Representative can assist you in determining what, if any, costs are associated with the change you are requesting.

2. CUSTOMER EQUIPMENT, ANTIETAM EQUIPMENT, AND ANTIETAM'S ACCESS TO CUSTOMER PREMISES.

- a. "Customer Equipment" that you must provide.** In order to use the Digital Phone services, you are required to provide certain equipment such as a phone handset or equivalent, phone inside wire and outlets,

and a powered electrical outlet. Because we may have limited ability to install wire or outlets in a rental property, you may wish to provide a cordless phone if you live in a rental property so that you can use our Digital Phone services throughout your unit.

b. Customer Equipment.

- i. **Maintenance.** Antietam shall have no obligation to provide, maintain, or service any Customer Equipment.
- ii. **Specifications for Customer Equipment and Internet connection.** Any Customer Equipment that you use in connection with the Digital Phone services must meet Antietam's current minimum technical and other requirements. You may not use the Digital Phone without an Antietam broadband connection.
- iii. **Non-Recommended Configurations.** If you install or use in connection with the Digital Phone services Customer Equipment or an Internet connection that does not meet the minimum technical or other requirements described in Section 2.b.ii above (a "Non-Recommended Configuration"), you agree (i) that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the MTA, and (ii) that the following limitation of liability shall apply: NEITHER ANTIETAM NOR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, AFFILIATES, OR AGENTS (COLLECTIVELY, "ANTIETAM PARTIES"), WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE DIGITAL PHONE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NONE OF THE ANTIETAM PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE, INCLUDING LACK OF 911/E911, INCOMPATIBILITY WITH ALARM OR HOME SECURITY SYSTEMS, MEDICAL MONITORING DEVICES, FAX EQUIPMENT OR DIAL-UP MODEMS. For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with Antietam. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

c. "Antietam Equipment."

- i. **Ownership.** "Antietam Equipment" shall mean all equipment, such as MTAs, external cabling and related electronic devices, owned by Antietam. Antietam Equipment will at all times remain the property of Antietam.

- ii. **Your responsibility for Antietam Equipment.** You acknowledge that Antietam Equipment is merely a means for us to provide you the Digital Phone services, and that we may remove or change it at our discretion. You agree not to use Antietam Equipment for any purpose other than to use the Digital Phone services in accordance with this Agreement. Antietam will repair and maintain all Antietam Equipment during the term of this Agreement. You agree that you will not allow Antietam Equipment to be serviced by anyone other than Antietam's employees or agents. You are responsible for all Antietam Equipment while in your possession. Damages beyond normal use, or failure to return the Antietam Equipment, will result in additional fees.
 - iii. **Relocation:** You agree that the Digital Phone services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use the MTA or Digital Phone at another location, the Digital Phone services, including but not limited to 911/E911, may fail to function or may function improperly. If you move the MTA or Digital Phone services to another location without complying with this Section 2.c.iii, you do so in violation of this Agreement and at your own risk, and Antietam reserves the right to terminate the Digital Phone services immediately and without Notice, leaving you responsible for all outstanding charges, which immediately become due and payable. If you change residences, you must contact Antietam for information on whether the Digital Phone services can be transferred to your new residence, to schedule a date to connect your new Digital Phone services (if available), and to supply us with the date to disconnect the Digital Phone services at your old address. There will be a nominal transfer fee charged to your account. If you plan to move outside Antietam's service area, you must call us with the date to disconnect your Digital Phone services.
- d. **Antietam's access to customer premises and MTA:**
- i. **Access.** From time to time, Antietam may need to enter your service address ("Premises") in order to install, maintain, repair, or remove the Digital Phone services and Antietam Equipment. Accordingly, you authorize Antietam and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us.
 - ii. **Authorization for access.** You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to afford us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, and evidence or written consent from the owner that the owner has authorized you to grant access to the Premises and to install the Digital Phone services.

- iii. **Affiliates and subcontractors.** Antietam's affiliates or subcontractors may perform some or all of Antietam's duties or obligations under this Agreement.

3. **LIMITATIONS ON 911/E911 SERVICES.** The Digital Phone services include 911/Enhanced 911 functions ("911/E911") that may differ from the 911 or Enhanced 911 functions furnished by traditional telephone companies, and that has certain limitations. **CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ANYONE WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE DIGITAL PHONE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL CUSTOMER SERVICE AT 301-797-5000.**
- a. **Your correct address is necessary.** In order for your 911/E911 calls to be properly directed to emergency services, Antietam must have your correct service address. If you move the Digital Phone services to a different address without Antietam's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Digital Phone services and 911/E911 services may fail altogether. Accordingly, you must call 301-797-5000 before you move the Digital Phone services to a new address.
 - b. **Delays in updating location information in emergency database.** Antietam will need several business days to update your service address in the emergency database so that your 911/E911 calls can be properly directed. In the meantime, 911/E911 calls may be directed to your former address. As noted in Section 2.c.iii above, all changes in service address require Antietam's prior approval.
 - c. **Electric outages.** Antietam's Digital Phone services use the electrical power in your home. If there is an electrical power outage, the MTA has battery backup providing up to 8 hours of backup power. If the battery is uncharged, discharges, is improperly installed or malfunctions during a power outage, 911/E911 calling will be interrupted.
 - d. **Broadband outages and maintenance.** All calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem, or if the network is undergoing maintenance.
 - e. **Network congestion; reduced speed for routing or answering 911 calls.** There may be a greater possibility of network congestion and reduced speed in the routing of a 911 call made with the Digital Phone services as compared to traditional telephone services.

Affixed to your Antietam-provided MTAs are warning stickers that summarize the above limitations. If your Antietam-provide MTAs do not have such warning stickers, or if you require additional warning stickers, please contact our customer service department.

LIMITATION ON LIABILITY: YOU ACKNOWLEDGE AND AGREE THAT THE ANTIETAM PARTIES AND THEIR UNDERLYING PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911/E911 USING THE DIGITAL PHONE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ANTIETAM PARTIES AND THEIR UNDERLYING PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE DIGITAL PHONE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE DIGITAL PHONE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE DIGITAL PHONE SERVICES.

- 4. INCOMPATIBILITY OF THE Digital Phone WITH CERTAIN EQUIPMENT, SERVICES, AND ACTIVITIES.** You acknowledge and understand that the Digital Phone may not support or be compatible with:
- a. Non-Recommended Configurations as defined in Section 2.b.iii;
 - b. Certain non-voice communications equipment, including but not limited to alarm or home security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems;
 - c. Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units;
 - d. Casual/dial around (10-10) calling. If you want the ability to use the Digital Phone services with 900 or 976 numbers, you must expressly request such service from Antietam.
 - e. 311, 511 or other x11 calling (other than 411, 611, 711, and 911); and
 - f. Other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE ANTIETAM PARTIES AND THEIR UNDERLYING PROVIDERS FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN ANTIETAM'S EQUIPMENT OR THE DIGITAL PHONE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 9.a.

5. BILLING AND PAYMENT.

- a. Charges, fees, and taxes that you must pay.**
- i. Charges.** You agree to pay all charges associated with the Digital Phone services. These charges may include but not be limited to installation charges, monthly service charges, usage charges, surcharges for international calls to wireless telephones, charges for the use of Antietam Equipment, charges for service calls, and other charges. Updated pricing guides can be found at www.antietamcable.com.
 - ii. Taxes and other fees.** You agree to pay any and all applicable federal, state, and local taxes (however designated) levied upon us and our affiliates in connection with the sale, installation, use, or provision of the Digital Phone services, and amounts that we may be required to collect or pay in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, etc. Consult Antietam's pricing guide for additional details.
 - iii. Notification of changes.** We may change the fees and charges for the Digital Phone from time to time at our discretion; specifically, we may decrease fees and charges with or without advance Notice (as defined in Section 13.b), and we may increase fees and charges for the Digital Phone by posting new pricing at www.antietamcable.com. Taxes and fees may be changed with or without Notice. You will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.
- b. Commencement of billing.** Billing for the Digital Phone services will commence on the date that your service is installed by Antietam. If you self-install an MTA that we have shipped you, billing will commence the earlier of (i) the day you install the MTA or (ii) 5 days after the shipment date. If you self-install an MTA that you obtained from a source other than Antietam, billing will commence the day your order for the Digital Phone service is entered into our systems. The option to self-install an MTA or to use a non-Antietam-supplied MTA is subject to availability and the terms of this Agreement.
- c. Per-call and measured-call charges.** Our calling plans may not include certain call types. These call types will instead be charged on a per-call (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge Antietam, its affiliates

or suppliers for a completed call when the called party's line rings or after a certain number of rings. In these situations, Antietam will charge for the call as if it were answered by the called party. If a computed charge includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. Consult Antietam's pricing guide for information on per-call charges and the timing of measured-call charges.

- d. Third-party charges that are your responsibility.** The Digital Phone services may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- e. Billing statements.** Antietam will send you a billing statement once every month. All services are billed one month in advance, with the exception of per-call and measured-call charges and surcharges, which are billed after they have been incurred. Any changes you have made to your service will be reflected from the date of the change to the end of the billing period.
- f. Payment due date; late payments; disconnection.** Payment is due 30 days after date of invoice. If your account has a balance due that is over 31 days old, you are subject to disconnection of your Digital Phone services. Once your Digital Phone services have been disconnected, the entire balance due, a reconnection fee, and one month's service in advance must be paid prior to reconnection. Once payment has been made, your service will be reconnected at the first available opportunity. If your payment is returned to Antietam unpaid, you are immediately in default and subject to a returned check charge. A late fee will be assessed on your account if payment is not received before the next bill is rendered. You agree to pay Antietam its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement.
- g. Billing questions.** If you have any questions about any of the charges on your bill, you must contact Customer Service within 30 days after the billing date of the disputed charge. Otherwise, all charges are considered accurate and are due.
- h. Payment options.** We offer a variety of payment options:
- Pay in person at our office during regular business hours.
 - Pay in person after business hours by placing your payment in our drop box located outside the front of our building.

- Mail your payment to the address on your billing statement.
- Pay by phone with a debit/credit card or by check.
- Pay automatically every month via your debit/credit card. Contact our office for details.
- Pay online at www.antietamcable.com.

i. **Our right to make credit inquiries.** You authorize Antietam to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.

6. **PRIVACY POLICY.** Antietam will respect your privacy interests, including your ability to limit disclosure of certain information to third parties in the manner described in Antietam's privacy policy posted at www.antietamcable.com. You acknowledge that you have reviewed this privacy policy, and that you expressly consent to the terms of those policies. We may amend our policies from time to time.

7. **LIMITS ON YOUR USE OF THE SERVICES.**

a. **Acceptable use.** You agree to ensure that all uses of Antietam's Equipment and the Digital Phone services installed at your premises ("use" or "uses") are legal and that all uses by you or by any other person, whether authorized by you or not ("user"), comply with all applicable laws, regulations, and written and electronic instructions for use. Antietam reserves the right to act immediately and without Notice to terminate or suspend the Digital Phone services and to remove from the Digital Phone services any information transmitted by or to you or users if Antietam determines that such use or information does not conform with the requirements set forth in this Agreement, interferes with Antietam's ability to provide the Digital Phone services to you or others, or reasonably believes that such use or information may violate any laws or regulations. Antietam's action or inaction under this Section 7.a. shall not constitute review or approval of your or any other users' use or information.

b. **Residential use only.** Unless you subscribe to a service plan that expressly permits otherwise, you agree to use the Digital Phone services solely for residential purposes, however, you are permitted to use the Digital Phone services to make business calls that are incidental to your personal and non-commercial use of the Digital Phone services. You may not resell the Digital Phone services. You expressly agree not to use the Digital Phone for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that the Digital Phone services are being used in violation of this Agreement, we reserve the right to immediately and without Notice to terminate or modify the Digital Phone services and to assess additional charges for each month in which excessive usage occurred.

- c. **No tampering with Digital Phone services or Antietam Equipment.** You will not service, alter, modify, or tamper with Antietam Equipment or with the Digital Phone services, or permit any other person (not expressly authorized by Antietam) to do so.

- d. **Your obligation to report theft of service immediately.** Theft of the Digital Phone services is against federal and state law. Such theft results in both increased cost and degradation of the quality of reception to honest customers. Antietam will continue to prosecute those guilty of stealing the Digital Phone services to the fullest extent allowed by federal and state laws. All reports of theft will be fully investigated and appropriate action will be taken. You will be liable for all use of the Digital Phone services using your MTA and for any and all stolen Digital Phone services or unauthorized use of the Digital Phone services. You agree to notify us immediately in writing or by calling our customer service department during normal business hours if you become aware at any time that the MTA is stolen or that your Digital Phone services are being stolen or used without your authorization. Until such time as you notify us of theft or fraudulent or unauthorized use, you will be liable for any stolen, fraudulent, or unauthorized use of the Digital Phone services. If you fail to notify us in a timely manner, your Digital Phone services may be terminated without Notice, with additional charges to you.

- e. **Limits on your license to use firmware or software.** The Digital Phone services and Antietam Equipment, including any firmware or software embedded in Antietam's Equipment or used to provide the Digital Phone services, are protected by trademark, copyright, and other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in Antietam's Equipment or used to provide the Digital Phone services. You expressly agree that you will use Antietam's Equipment exclusively in connection with the Digital Phone services. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

Antietam reserves the right to maintain and upgrade its network to provide for the maximum possible reliability. Accordingly, you acknowledge and agree that Antietam may access through Antietam's network Antietam's Equipment, including the MTA that you are using with the Digital Phone services in order to perform diagnostics, testing of, and updates to the firmware or software embedded in Antietam's Equipment, including the MTA. ("Remote Maintenance"). The Remote Maintenance may require capture of packets received or transmitted by the Digital Phone Services. Packets captured in the process of performing Remote Maintenance shall be used only for the purpose of Remote Maintenance. You authorize Antietam to perform such Remote Maintenance.

Use of the Digital Phone services through an interface device not provided by Antietam is prohibited, and Antietam reserves the right to terminate this Agreement immediately and without Notice if you use such an interface device. You will indemnify and hold harmless the Antietam Parties and their underlying providers from and against any and all liability arising out of your use of such interface device with the Digital Phone services.

- f. Protection of Antietam's information and marks.** All Digital Phone information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Antietam are and shall remain the exclusive property of Antietam or its licensors. Nothing in this Agreement shall grant you the right or license to use any of the marks.
- 8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** You represent and warrant that you are at least 18 years of age. You also represent and warrant that you have provided and will continue to provide to Antietam accurate, complete, and current customer information, including but not limited to your legal name, address, phone numbers, and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of this Agreement you will promptly notify us if there is any change in the information that you have provided to us in accordance with the terms of this Agreement.
- 9. TERMINATION OF THIS AGREEMENT.**

 - a. Termination by you.** You may terminate this Agreement for any reason at any time by providing notice of termination to Antietam by (i) sending a written notice to the postal address specified in Section 13.a; or (ii) calling Customer Service during normal business hours. All applicable fees and charges will accrue until the date of termination, but we will refund all prepaid monthly service fees charged for the Digital Phone after the date of termination (less any outstanding amounts due Antietam).
 - b. Suspension and termination by Antietam.** We may suspend your Digital Phone services or terminate this Agreement at any time for any reason. If we suspend your Digital Phone services or terminate this Agreement because you failed to comply in full with any term of this Agreement, we may do so at any time upon 7 days' Notice, or upon less than 7 days' Notice or without Notice where permitted by this Agreement. If we suspend the Digital Phone services or terminate this Agreement for any other reason, we must first give you 7 days' Notice. If we suspend the Digital Phone services or terminate this Agreement for a reason other than your violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund all prepaid monthly service fees charged for the Digital Phone services after the date of termination (less any outstanding amounts due Antietam). You understand and acknowledge that all Digital Phone services, including 911/E911, will be disabled because of termination of your account.

- d. **Your obligations upon termination.** You agree that upon termination of this Agreement you will do the following: (i) You will immediately cease use of the Digital Phone services and all Antietam Equipment; and (ii) you will pay in full for your use of the Digital Phone services and Antietam's Equipment up to the later of the effective date of termination of this Agreement or the date on which the Digital Phone services are disconnected and all Antietam Equipment has been returned.
- e. **Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Antietam's rights and remedies available at law or in equity. Antietam and its suppliers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other customer information that is stored on Antietam's or its suppliers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, data, files, or other customer information.

10. TRANSFER OF YOUR PHONE NUMBER. If you are switching to the Digital Phone services from another service provider, you may not be able to transfer your existing phone number to the Digital Phone services. If you switch from Antietam to another provider, you may not be able to transfer your phone number from Antietam to the new provider.

11. LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES; WARNINGS.

- a. **Limited Warranty.** ANTIETAM'S EQUIPMENT, INCLUDING THE MTA, AND THE DIGITAL PHONE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ANTIETAM PARTIES DO NOT WARRANT THAT ANTIETAM'S EQUIPMENT, INCLUDING ANY MTAs PROVIDED BY ANTIETAM, OR THE DIGITAL PHONE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. THE ANTIETAM PARTIES DO NOT WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE EXCLUDED.

Antietam will compensate you for a service interruption only in the event of complete failure of the Digital Phone Services because of a technical malfunction for 24 or more consecutive hours. In such case, your sole remedy, available upon your request, will be limited to a prorated credit against the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and

quasi-governmental fees). To qualify for the credit, you must request the credit from Antietam within 30 days of the failure. We shall not compensate you for any service interruption caused by a power outage or by Customer Equipment. Credits will be applied only against current and future fees payable by you for the Digital Phone services. Any credits provided by Antietam are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Antietam.

- b. Limitation of liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL THE ANTIETAM PARTIES OR THEIR UNDERLYING PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE DIGITAL PHONE SERVICES, INCLUDING LACK OF 911/E911 SERVICES OR DIALING ASSOCIATED WITH AN ALARM OR SECURITY SYSTEM, MEDICAL MONITORING DEVICE, FAX EQUIPMENT, DIAL-UP MODEMS, OR ANTIETAM'S EQUIPMENT, MTAs PROVIDED BY ANTIETAM, OR CUSTOMER'S RELIANCE ON OR USE OF ANTIETAM'S EQUIPMENT, MTAs PROVIDED BY ANTIETAM, OR THE DIGITAL PHONE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF ANTIETAM'S EQUIPMENT, MTAs PROVIDED BY ANTIETAM, OR THE DIGITAL PHONE SERVICES; OR (II) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF ANTIETAM'S EQUIPMENT, MTAs PROVIDED BY ANTIETAM, OR THE DIGITAL PHONE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.
- c. Limitations on Antietam's Liability for Directories and Directory Assistance.** THE LIMITATIONS IN THIS SECTION 11.c SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING OR PUBLICATION OPTION. IF (i) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (ii) ANY PHONE NUMBER FOR WHICH YOU HAVE

REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (iii) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, OR (iv) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF THE ANTIETAM PARTIES IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO ANTIETAM TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD THE ANTIETAM PARTIES AND ITS UNDERLYING PROVIDERS HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

- d. **Customer's indemnification obligations.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE ANTIETAM PARTIES AND ITS UNDERLYING PROVIDERS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE DIGITAL PHONE SERVICES OR ANY ANTIETAM EQUIPMENT OR MTA PROVIDED BY ANTIETAM, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 SERVICES OR DIALING ASSOCIATED WITH AN ALARM OR SECURITY SYSTEM, MEDICAL MONITORING DEVICE, FAX EQUIPMENT OR DIAL-UP MODEM. YOU AGREE THAT THE ANTIETAM PARTIES AND THEIR UNDERLYING PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE DIGITAL PHONE SERVICES, ANTIETAM'S EQUIPMENT, OR ANY MTA PROVIDED BY ANTIETAM. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.
- e. **Limitations on Antietam's liability for Customer Equipment and software.** Customer Equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair, and removal of Antietam's Equipment and the Digital Phone services, or upgrades to firmware or software embedded in Antietam's Equipment or the MTA used with the Digital Phone services. Except for gross negligence or willful misconduct by us, the Antietam Parties shall have no liability whatsoever for any damage, loss, or destruction to the Customer Equipment. Use of certain features of the Digital Phone services may require special software, applications, or access to web portals. Antietam makes no representation or warranty that any software or application installed on your computer or web portal does not contain a virus or other harmful feature. It is your sole responsibility to take

appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. THE ANTIETAM PARTIES AND THEIR UNDERLYING PROVIDERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

Antietam does not represent, warrant, or covenant that the installation of the special software or applications described in the preceding paragraph or access to our web portals will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER THE ANTIETAM PARTIES OR THEIR UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

- f. **Limitations on Antietam's liability for third parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Digital Phone services, including without limitation their services, equipment, and infrastructure. Antietam is not responsible for the performance or non-performance of third-party services, equipment, or infrastructure, whether or not they constitute components of the Digital Phone services. Antietam shall not be bound by any undertaking, representation, or warranty made by an agent or employee of Antietam or of our underlying providers in connection with the installation, maintenance, or provision of the Digital Phone services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. The limitations of liability set forth in Sections 11.b and 11.c apply to any acts, omissions, and negligence of the Antietam Parties and their underlying providers which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.
- g. **Customer's sole remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. The liability of the Antietam Parties and their underlying providers is limited as set forth by this Agreement, or, where applicable law limits such limitations of liability, to the maximum extent permitted by law.

- h. Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

- 12. ARBITRATION .** EXCEPT FOR CLAIMS BY ANTIETAM FOR NONPAYMENT FOR, THEFT OF, OR MISUSE OF THE DIGITAL PHONE SERVICES, OR FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

This Section 12 shall survive the termination of your Digital Phone services with Antietam.

13. MISCELLANEOUS.

- a. How to contact Antietam.** For any inquiries or notices required in connection with this Agreement, you may contact us (i) in writing to our Customer Service Department at 1000 Willow Circle, Hagerstown, MD 21740, or (ii) on our customer service line at 301-797-5000 during normal business hours.
- b. How you will receive Notices.** ANTIETAM MAY DELIVER THIS AGREEMENT, UPDATES TO THIS AGREEMENT, PRICING GUIDES, OR ANY OTHER COMMUNICATIONS, DISCLOSURES, OR NOTICES TO YOU BY POSTING THEM TO OUR WEBSITE LOCATED AT www.antietamcable.com, BY SENDING THEM VIA EMAIL, U.S. MAIL, OR OVERNIGHT MAIL TO YOUR PHYSICAL ADDRESS OF RECORD, OR THE EMAIL ADDRESS ON ANTIETAM'S ACCOUNT RECORDS, OR

BY DELIVERING THEM BY HAND AT THE TIME OF INSTALLATION, REPAIR, MAINTENANCE OR REMOVAL OF THE DIGITAL PHONE SERVICES ("NOTICE"). YOU AGREE THAT ANY ONE OF THE FOREGOING WILL CONSTITUTE SUFFICIENT NOTICE.

- c. Your system requirements.** To view this Agreement online, receive electronic Notices, and to access and retain electronic Notices and other records in connection with the Services, your system must be able to access the public Internet and Antietam's website at www.antietamcable.com, and must be able to run Adobe Acrobat software. By using the Digital Phone services, you represent to us that you satisfy the system requirements of this Section 13.c.
- d. Assignment of this agreement to other parties.** Antietam may assign its rights and obligations under this Agreement, without Notice, to (i) any affiliate of Antietam; (ii) to any party acquiring all or substantially all of the assets or stock, by merger, or otherwise, of Antietam; or (iii) to any person or entity purchasing or otherwise acquiring the Antietam video system serving you. You may not assign or transfer this Agreement without Antietam's prior consent.
- e. General.** This Agreement and any pricing guide provided to you by Antietam are incorporated by reference and constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and they supersede and replace any and all prior written or verbal agreements. If there is a conflict between this Agreement and our pricing guide, the terms and conditions of the pricing guide shall take precedence in the resolution of the conflict. If any portion of this Agreement or the pricing guide is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement or the pricing guide.
- g. Changes to the Digital Phone services and the Agreement.** If you continue to use the Digital Phone after any modification of this Agreement or the Digital Phone services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must immediately stop using the Services and notify Antietam that you are terminating this Agreement. You will then be entitled to a refund of any unused portion of any recurring monthly service fee for the Digital Phone that has been paid by you in advance, less any outstanding amounts due Antietam for equipment or other applicable fees and charges).