

**TROY CABLEVISION, INC.  
VOICE SUBSCRIPTION AGREEMENT**

This Subscription Agreement ("Agreement") constitutes the entire agreement between Troy Cablevision, Inc. ("we", "us" or "Troy Cable") and the user ("you", "user" or "Customer") of Troy Cable's residential and small business communications services and any related products or services (in whole and in part, "Service"). This Agreement governs both the Service and any devices used to provide the Service, including but not limited to Multimedia Terminal Adapters ("MTA"), Analog Telephone Adapters or any other Internet Protocol connection device (individually and collectively, a "Device" or "Equipment"), used in conjunction with the Service. This Agreement shall be effective as of the date it is signed by Troy Cable (the "Effective Date").

**BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU ACKNOWLEDGE, REPRESENT AND AGREE THAT YOU HAVE READ, UNDERSTAND FULLY, AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND CONSENT TO BE BOUND BY ITS TERMS.**

**1. EMERGENCY SERVICES - 911 DIALING**

**1.1 911 Dialing.** All of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your telephone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

**1.2 Notify All Users.** You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of Troy Cable 911 Dialing as compared with basic 911 or E911. The documentation that accompanies each Device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker as near as possible to each telephone that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at 1-334-566-3310.

**1.3 Location of Service.** This Service is provided at a specific permanent address and not available as a nomadic offering. Before you move to another location, you must notify Troy Cable to determine if service can be provided at your new permanent address. **Service will only be provided at locations where E911 connectivity is available.**

**1.4 Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any telephone line that you are using with the Service, **UNLESS AND UNTIL YOU RECEIVE AN EMAIL OR OTHER FORM OF NOTIFICATION FROM TROY CABLE CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT TELEPHONE LINE.**

**1.5 Service Outages.**

**(a) Service Outages Due to Power Failure or Disruption.** In the event of a power failure, network backup power systems are in place. The Service is provided by a Device that also provides limited battery backup. Excessive use of the Service during a power outage will result in shortened life of the battery. You acknowledge and understand that failure of the network power backup systems or the Devices internal backup system during a power failure or disruption will prevent all service, including 911 dialing from functioning.

**(b) Service Outages Due to Internet Outage or Disconnection of Broadband Service or ISP Service.** You acknowledge and understand that service outages, suspensions or disconnections of your broadband service will prevent all Service, including 911 Dialing.

**(c) Service Outages Due to Suspension of Your Troy Cable Account.** You acknowledge and understand that service outages due to suspension of your account as a result of billing issues will interfere with or prevent ALL service, other than E911.

**(d) Service Outage Due to Disconnection of Your Troy Cable Account.** You acknowledge and understand that service outages due to suspension or disconnection of your account as a result of billing issues will interfere with or prevent all Service, including 911 Dialing, from functioning.

**(e) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Other third party transport providers may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that Troy Cable is not responsible for the blocking of ports or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

**(f) Other Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

**1.6 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.** Due to technical constraints, you acknowledge and understand that there may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

**1.7 Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER TROY CABLE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. You agree to defend, indemnify, and hold harmless Troy Cable, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement and the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, you or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of Customer or any third party user of your Service to be able to use 911 Dialing or access emergency service personnel.

**1.8 Notification of Change of Location.** YOU ACKNOWLEDGE AND UNDERSTAND THAT E911 DOES NOT FUNCTION IF YOU MOVE YOUR TROY CABLE DEVICE TO A DIFFERENT STREET ADDRESS, UNLESS AND UNTIL YOU HAVE NOTIFIED TROY CABLE OF ANY SUCH CHANGE IN YOUR REGISTERED ADDRESS. YOU ALSO ACKNOWLEDGE THAT IT MAY TAKE UP TO 72 HOURS FOR ANY CHANGE IN ADDRESS TO BE PROCESSED. ACCORDINGLY, YOU SHOULD NOTIFY TROY CABLE IN ADVANCE OF ANY AND ALL CHANGES TO YOUR REGISTERED ADDRESS. FAILURE TO PROVIDE THE CURRENT AND CORRECT PHYSICAL ADDRESS AND LOCATION OF YOUR TROY CABLE DEVICE MAY RESULT IN ANY 911 CALL YOU MAKE BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER AND EMERGENCY PERSONNEL BEING DISPATCHED TO THE INCORRECT LOCATION. USING YOUR TROY CABLE DEVICE AT A LOCATION OTHER THAN YOUR REGISTERED ADDRESS IS A VIOLATION OF THIS AGREEMENT AND MAY RESULT IN TERMINATION OF YOUR SERVICE.

**1.9 Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

## **2. SERVICE**

**2.1 Monthly Term; Automatic Renewal.** Service is offered on a month to month basis. The initial monthly term begins on the date that Troy Cable activates your Service and will terminate at 12:01 a.m. on the same date the following month. Subsequent terms of this Agreement automatically renew on a monthly basis unless you give us written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to disconnect Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite ten-day notice of disconnection prior to the expiration of the then-current term. Expiration of the term or disconnection of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

**2.2 Residential Use of Service and Device.** If you subscribe to Troy Cable's residential services, the Service and the Device are provided to you solely for your personal use. You shall not resell or transfer the Service or the Device to another party for any purpose, or charge others to use the Service, without first obtaining the express written permission of Troy Cable, which Troy Cable may give or withhold in its sole and absolute discretion. You are prohibited from using the Service or the Device for autodialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

**2.3 Business Plus Use of Service.** If you subscribe to Troy Cable's Business Plus services, the Service is provided to you as a small business user. You shall not resell or transfer the Service to another party without first obtaining the express written permission of Troy Cable, which Troy Cable may give or withhold in its sole and absolute discretion. You are responsible for supplying, operating and supporting the standard Session Initiation Protocol based Customer Premise Equipment for use with the Service. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service for any unlawful or inappropriate conduct or similar activities.

### **2.4 Prohibited Uses.**

**(a) Unlawful.** You shall use the Service and the Device only for lawful purposes. Your use of the Service to transmit or receive any verbal or electronic communications or material if the transmission or receipt of such communication or material would constitute or encourage a criminal offense, give rise to a civil liability, or otherwise be illegal or unlawful under the laws of any country, state, province, territory, or locality having jurisdiction over such communication. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Troy Cable will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service.

**(b) Inappropriate Conduct.** You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Troy Cable will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the

case where failure to disclose the information may lead to imminent harm to the customer or others . Furthermore, Troy Cable reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

**2.5 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.**

(a) **Copyright; Trademark.** The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Troy Cable's Web sites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Troy Cable are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) **Unauthorized Usage of Device; Firmware or Software.** Other than for Business Plus customers, you have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. Other than for Business Plus customers, you expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. 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.

**2.6 Tampering with the Device or Service.** You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without the express written permission of Troy Cable, which Troy Cable may deny in its sole discretion. Troy Cable reserves the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

**2.7 Theft of Service.** You shall not use the Service in a manner calculated to avoid Troy Cable policies and procedures. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. Troy Cable reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

**2.8 Return of Device.** The Device must be returned to Troy Cable within fourteen (14) days of the date Service terminates. Otherwise, you will be charged an Equipment fee, as set forth on the then-current fee schedule, for not returning the Device undamaged and in original condition, reasonable wear and tear excluded. Troy Cable will waive our disconnection fee subject to the following:

Service is disconnected within the first thirty (30) days following the activation of the Service, activation occurs when you place your order for service;

You must pay all costs of returning the Device back to us.

If you receive a Device(s) that is visibly damaged, you must contact our customer care department immediately at [billing@TroyCable.net](mailto:billing@TroyCable.net) or 1-334-566-3310.

**2.9 Number Transfer on Service Termination.** Upon termination of the Service, Troy Cable may, at its sole discretion, release a telephone number that was ported in from a previous service provider to Troy

Cable by you and used in connection with your Service provisioned by Troy Cable to your new service provider, if such new service provider is able to accept such number, and provided that (i) your account has been terminated; (ii) your Troy Cable account is completely current including payment for all charges and termination fees, if any; and (iii) you request the transfer upon terminating your account.

**2.10 Service Distinctions.** You acknowledge and understand that the Service is not a traditional telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the internet and your underlying broadband service. Other things may affect Service, such as maintenance. Troy Cable will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

**2.11 Ownership and Risk of Loss.** You will use the Device, and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is provided to you until the time (if any) when it is returned by you pursuant to Section 2.8 and has been received by Troy Cable.

**2.12 No 0+ or Operator Assisted Calling; May Not Support x11 Calling.** The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, or 900 calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

**2.13 Right to Monitor.** Troy Cable has no obligation to monitor the use of the Service, but reserves the right to do so from time-to-time, and may disclose information regarding use of the Service if it believes, in its sole discretion, that it is reasonably necessary or appropriate to do so, including, without limitation, in order for Troy Cable to satisfy any legal requirements or requests, to operate the Service properly, or to protect itself and its Customers.

#### **2.14 Incompatibility With Other Services.**

(a) **Home Security Systems.** The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) **Certain Broadband, Cable Modem, and Other Services.** You acknowledge that the Service presently is not compatible with AOL cable broadband service, certain versions of TiVO, and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

**3. CHANGES TO THIS AGREEMENT.** Troy Cable may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted to the "Terms and Conditions" section of Troy Cable's Customer Support Web site. Such changes will become binding on Customer, on the date posted to the Troy Cable Web site and no further notice by Troy Cable is required. The Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Device.

#### **4. CHARGES; PAYMENTS; TAXES; DISCONNECTION**

**4.1 Billing.** Troy Cable will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears), including but not limited to: activation fees; installation charges; monthly Service fees; usage charges; international usage charges; advanced feature charges; advanced features/add-ons; subscriber line charge, universal service fund; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges.

The amount of such fees and charges shall be published on our Web site and may change from time to time. Troy Cable may introduce new products and services at special introductory pricing. Introductory

pricing may change at Troy Cable's discretion. Notification of monthly invoices may be sent to you via your email address on file with us and/or via first class mail. Any usage charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the rate schedules found on our Web site.

By acceptance of this Agreement, Customer authorizes Troy Cable to check my credit history and/or employment history and authorizes Troy Cable to ask any necessary questions about my credit/employment.

The above fees are defined as follows:

**Activation Fee** - This fee covers charges for setting up your account and activating your account on our system.

**Monthly Service Fee** - This is the basic charge associated with your Service. This fee includes the calling charges defined by your plan; the features associated with your plan and basic account services.

**Usage Charges** - If you exceed the number of calling minutes on your plan, Troy Cable will bill you for the minutes you use above your allowance. Troy Cable also bills for calls to directory assistance and other information services.

**International Usage Charges** - These are the fees associated with calls to locations outside of the United States and Canada.

**Advanced Features, Add-Ons, Premium Services** - Troy Cable charges additional fees for enhanced features and services such as Virtual Phone Number.

**Subscriber Line Charge** - A subscriber line charge or access fee is a charge for use of the local network.

**Universal Service Fund** - The Universal Service Fund (USF) provides support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. All telephone companies that provide service between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these services to the USF.

**Taxes** - Troy Cable is required to bill and collect local, state and federal taxes imposed on Troy Cable customers by the various taxing authorities. Troy Cable passes all taxes it collects on to the appropriate taxing authority.

**911 Fees** - State and/or local governments may assess fees on Troy Cable to pay for emergency services in your community. Troy Cable bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. Troy Cable is committed to supporting public safety services and resources in your State.

**4.2 Billing Disputes.** You must notify us in writing within seven (7) days after receiving your statement if you dispute any Troy Cable charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to [billing@TroyCable.net](mailto:billing@TroyCable.net) or: Customer Care Billing Department, Troy Cablevision, Inc., P. O. Box 1228, Troy, Alabama 36081-1228.

#### **4.3 Payment and Collection.**

**(a) Payment.** We bill in advance, except for usage on a monthly basis. Payment is due upon receipt. If payment is not received by the due date, a late fee of 1.5% of the unpaid balance will apply.

**(b) Collection.** If your Service is disconnected, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

**(c) Notices.** Troy Cable will provide ten days advance notice prior to disconnection of service.

**4.4 Disconnection; Discontinuance of Service.** Troy Cable reserves the right to suspend or discontinue the Service generally, or to disconnect your Service, at any time in our sole and absolute discretion. If Troy Cable discontinues providing the Service generally, or disconnects your Service without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If Troy Cable discontinues providing the Service generally or disconnects your service for violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or

omissions that violate any acceptable use policy of Troy Cable or of a third party provider to which Troy Cable is subject, or your use of the Device at a location other than your Registered Address), or for any other reason, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the disconnection fee, if applicable, all of which will immediately become due and payable. Troy Cable will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

**4.5 Taxes.** State and local governments may assess taxes, surcharges and/or fees on your use of the Service. These charges may be a flat fee or a percentage of your Troy Cable charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to you as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide Troy Cable with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date Troy Cable receives such certificate.

**4.6 Charges for Directory Calls (411).** You will be billed for each call made to Troy Cable directory assistance in the amount set forth on the then-current fee schedule posted on Troy Cable's Web site.

## **5. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES**

**5.1 Limitation of Liability.** Troy Cable shall not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- an act or omission of an underlying carrier, service provider, Troy Cable or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power to you;
- outage of, or blocking of ports or other impediment to usage of the Service caused by any third party;
- any act or omission by you or any person using the Service or Device provided to you; or
- any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications including, without limitation, 911 Dialing, to be connected or completed, or forwarded.

Troy Cable's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Troy Cable's performance or nonperformance hereunder; or (iii) any Troy Cable act of omission in connection with the subject matter hereof shall in no event exceed the Service charges with respect to the affected time period.

**5.2 Disclaimer of Damages.** IN NO EVENT WILL TROY CABLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES,

INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT TROY CABLE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

### **5.3 Indemnification and Survival.**

**(a) Indemnification.** Customer agrees to defend, indemnify, and hold harmless Troy Cable, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party or user of the Service, relating to this Agreement, the Services, including, without limitation, 911 Dialing, or the Device.

**(b) Survival.** The provisions of this Agreement that by their sense and context shall survive the termination or expiration of this Agreement.

**5.4 No Warranties on Service.** TROY CABLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, TROY CABLE DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER TROY CABLE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OF TROY CABLE WHO FURNISHES SERVICES, DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TROY CABLE'S OR YOUR TRANSMISSION FACILITIES OR PREMISES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF TROY CABLE'S OR ITS SERVICE PROVIDER'S OR TROY CABLE'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY TROY CABLE OR TROY CABLE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

**5.5 No Third Party Beneficiaries.** No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**5.6 Content.** You are liable for any and all liability that may arise out of the content transmitted by or to you or any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that use of the Service by you and any other User of the Device, Service and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Troy Cable reserves the right to disconnect or suspend your Services and and/or remove your or Users' content, if Troy Cable determines, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with Troy Cable's ability to provide Services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. Troy Cable's actions or inaction under this Section shall not constitute review or approval of your or Users' use or content. You will indemnify and hold Troy Cable harmless against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

## **6. GOVERNING LAW/RESOLUTION OF DISPUTES.**

**6.1 Mandatory Arbitration.** Any dispute or claim arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Pike County, Alabama. The arbitrators' decision shall follow the plain meaning of the



relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

**6.2 Governing Law.** The Agreement and the relationship between you and Troy Cable shall be governed by the laws of the State of Alabama without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.1, you and Troy Cable agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Alabama and waive any objections as to venue or inconvenient forum. The failure of Troy Cable to exercise or enforce any right of provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **7. MISCELLANEOUS**

**7.1 Entire Agreement.** This Agreement and the fee schedule for Services found on Troy Cable's Web site constitute the entire agreement between you and Troy Cable and govern your use of the Service, superseding any prior agreements between you and Troy Cable and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Troy Cable unless and until posted in accordance with Section 3 hereof.

**7.2 Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

**7.3 Privacy.** Troy Cable's Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Troy Cable is not liable for any lack of privacy, which may be experienced with regard to the Service.

**7.4 Acceptance.** Troy Cable and Customer intend to execute this Agreement electronically. By requesting Service or by activating Service, you acknowledge that your electronic acceptance of this Agreement binds you as the equivalent of your hand-written signature on this Agreement.

Acceptance of this document is controlled by your electronic signature to the terms and conditions set forth above. Your electronic acceptance of this Agreement is binding on you and is governed by Alabama Law.

You consent to be bound legally to this document by use of your electronic signature and you consent to Troy Cable transmitting all notices concerning your telephone services under this agreement electronically via e-mail by your electronic signature to this document.

In the event a statute, regulation or other rule of law requires the information relating to this transaction for telephone services be in written hard print or paper form, then Troy Cable and Customer agrees to the following additional and different terms:

1. After your consent to this Agreement, and upon your request, at no charge, you have the option to have this Agreement provided to you in paper or other non-electronic form by coming by the Troy Cable Office located at 1006 South Brundidge Street, Troy, Alabama 36081 between 9:00 a.m. and 5:00p.m. Monday through Friday.
2. You may withdraw your consent to have this Agreement in electronic form at anytime by providing Troy Cable with ten (10) days written notice of termination by certified mail return receipt. However, by terminating consent, you agree to pay a liquidated damages penalty in an amount to cover the expense and time Troy Cable invested in establishing your telephone service. Further,

you agree for Troy Cable to terminate its services to you upon its receipt of the notice of termination. Further, you acknowledge you are bound by the terms of this Agreement even after Troy Cable terminates your services. Your withdrawal of consent must include your name, address, phone number, e-mail address and date. This provision only applies to telephone services to the extent of its application as provided above.

You should print or store a copy of this electronically signed Agreement for your records.

The Customer agrees that all notices sent by Troy Cable will be transmitted electronically to the e-mail address listed on your account access Web Site you provided at time of application. The Customer acknowledges it is their responsibility to submit any changes to their e-mail address electronically through the subscriber access Web Site or notify Troy Cable in writing at Post Office Box 1228, Troy, Alabama 36081-1228.

The parties to this electronic agreement stipulate that it was executed in Pike County, Alabama which shall have exclusive jurisdiction in the event of any disputes. This Agreement was sent by the Troy Cable host computer system located at 1006 South Brundidge Street, Troy, Alabama 36081 and said Agreement was received at the physical address where the telephone number for the Service is assigned in the application.

**7.5 Subcontractors.** You understand, acknowledge, and agree that from time-to-time during the term of this Agreement Troy Cable may, in its sole and absolute discretion, delegate performance of some or all of its rights and obligations hereunder to third parties selected by Troy Cable. You hereby consent to such subcontracting activity, provided that Troy Cable shall remain accountable to you for the performance of any such obligations.

**7.6 Letter of Authorization.** The undersigned Customer hereby appoints Momentum Telecom-Wholesale, LLC ("Momentum") as agent for Troy Cablevision, Inc. to act as its authorized agent for all matters pertaining to the number(s) listed below. This agency includes disconnections of service and other requests as deemed necessary by Momentum to implement the services ordered from Momentum, including but not limited to: (1) securing information for activating, porting disconnecting, editing and transferring service for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.

Troy Cablevision, Inc.

Customer

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_