

Alliance Telecom Cable Agreement

The Alliance Telecom Cable (the "Service") will be provided to Customer on the terms and conditions set forth in this Service Agreement (the "Agreement") by Alliance Telecom Cable (ATC), and/or an affiliate that owns and/or operates the cable television system in your area.

• ACCEPTANCE OF TERMS

Welcome! Alliance Telecom is happy that you will be using and enjoying the benefits of the Service. We know you're anxious to begin using the Service, but before you do, you must familiarize yourself with the terms of this Agreement, including any and all policies or agreements incorporated herein by reference. **PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS LIMITATIONS OF ATC'S LIABILITY AND A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT THE PARTIES AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION AND WAIVE CERTAIN RIGHTS, SUCH AS THE RIGHT TO A JURY TRIAL AND THE RIGHT TO BRING A CLASS ACTION.** By signing a paper copy of this Agreement, accepting this Agreement or by ordering or using the Service, you are agreeing to be bound by all the terms and conditions of this Agreement, including all of its components, and you also are agreeing to ensure that users of your Service account comply with the terms of this Agreement. You will be responsible and liable for all uses of your Service account, whether by you or another user.

We may also, at any time and in our sole discretion, without notice, change, add to or remove portions of the Service and/or institute or otherwise change fees and charges for the Service. If you are dissatisfied with the Service after such changes, your only right and remedy is to cancel this Agreement as stated under the "Termination of the Service" section, below. The only right and remedy for Customers that are dissatisfied with Service changes is to cease using the Service.

In addition, we may revise or replace this Agreement and/or any of its components at any time in our sole discretion. We will provide you notice of changes to this Agreement, and your or any user's continued use of the Service following our transmission of notice of such changes will be deemed to constitute your acceptance of any such changes.

IF YOU ARE AN ALLIANCE TELECOM CABLE SERVICE CUSTOMER AND AT ANY TIME YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL OF ITS COMPONENTS, YOU MUST IMMEDIATELY STOP USING THE SERVICE AND CANCEL YOUR ACCOUNT AS PROVIDED BELOW UNDER THE CAPTION "TERMINATION OF THE SERVICE." IF YOU ARE A USER OF THE SERVICE (A PERSON OTHER THAN A CUSTOMER) AND YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY OF ITS COMPONENTS THAT APPLY TO USERS, YOU MUST IMMEDIATELY STOP USING THE SERVICE.

• DEFINED TERMS

The following terms used in this Agreement, and in any additional ATC policies and agreements incorporated by reference into this Agreement, have the meanings provided below:

Customer. Refers to any person who (i) orders and/or subscribes to the Service by signing a paper copy of this Agreement or an order for the Service; (ii) accepts this Agreement; (iii) downloads and uses the Service Software; or (iv) who is responsible for payment for the Service.

Alliance Telecom Cable/we/our/us. Alliance Telecom Cable and its affiliates. For purposes of this Agreement, "affiliate" shall include any entity that is controlled by or under common control with Alliance Telecom Cable, and that offers the Service.

Alliance Telecom Cable Equipment/Equipment. Any and all equipment provided by Alliance Telecom Cable to Customer in connection with the Service, including without limitation any receiver(s), remote(s), converter(s), modems(s), and network interface unit(s) provided to the Customer.

Premises. Customer's premises at which the Service will be accessed.

User. Customer or any other person who is authorized by Customer to use the Service.

You/your. Customer, a User or other person or entity using the Service or any part of the Service.

Third parties who contribute to the Service. Alliance Telecom Cable affiliates, partners, members, employees, agents, licensors, suppliers, distributors, and any third-party distributors of the Service or third party information providers to the Service.

ATC. Alliance Telecom Cable

• CHARGES FOR SERVICE

(a) Billing and Payment. Subject to the terms of this Agreement, and subject to the express terms of any temporary promotional offer or discount authorized by ATC for which the Customer is eligible and has requested, Customer agrees to pay ATC's then-current rates, fees and charges for the Service. Customer agrees to pay ATC monthly in advance for recurring charges owed by Customer for the Service, plus pro-rata charges, if any, for periods not previously billed. Customer will be billed monthly for Pay Per View, On Demand and other services ordered where charges are based on actual usage or on orders placed during the previous month. ATC shall invoice Customer on a monthly basis and such Invoice is due payable upon receipt, or as otherwise indicated on the invoice. All offers, terms

Alliance Telecom Cable Agreement

and charges, including rates for the installation of Service or ATC Equipment, rates for programming, and taxes, fees or assessments now or hereafter imposed on Customer or ATC, may be changed at ATC's sole discretion, subject to applicable law. ATC reserves the right to (a) charge an administrative late fee for any payments not received in a timely basis, (b) suspend Customer's Service, (c) terminate Customer's Service and remove Equipment, (d) charge a fee if a check is not honored due to insufficient funds, (e) charge a fee for collection of any Equipment, and/or (f) charge a fee to be determined with reference to ATC's then current schedule, which amount shall be due immediately, upon failure of Customer to return all Equipment upon termination of Service. If your past due balance remains unpaid, you may be charged an applicable late fee on top of your past due balance. If your account is unpaid, your Service may be disconnected. You can avoid late charges by paying your bill promptly. An additional charge may be imposed for any damage or loss to Equipment not caused by ATC. In the event ATC requires the assistance of a collection agent or attorney to collect past due amounts or ATC Equipment from Customer, or assert any other right we may have under this Agreement, you agree to pay our reasonable costs of collection or of any action to enforce our rights, including without limitation, attorneys' fees and court costs, in accordance with applicable law.

(b) Taxes, Fees and Assessments. Customer agrees to pay any local, state and federal taxes imposed or levied on or with respect to the Service, the equipment or installation or placement charges incurred with respect to the same.

(c) Credit Inquiries. Deposit or Prepayment Requirement. Installation or continuation of the Service may require a valid Social Security Number or EIN from Customer, and may be subject to a satisfactory credit score. ATC reserves the right to require a prepayment (or deposit) on Service and/or Equipment. Customer authorizes ATC to make inquiries and to receive information about Customer's credit experience from others, enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for legitimate business purposes.

(d) Billing Errors. Subject to applicable law, Customer must notify ATC of any billing errors or other requests for refund within 30 days after Customer's receipt of the applicable invoice.

(e) Account Access. In order to protect the privacy of Customer's account information, ATC may require that Customers reveal a security code, designated in accordance with ATC's policies, to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service.

(f) Multiple Services. In addition to the Service, ATC currently delivers or may hereafter deliver one or more other products or services to a Customer. ATC is authorized, to the fullest extent and as permitted by applicable law, to set off and apply any and all payments (including portions thereof or partial payments) or deposits at any time received by ATC from Customers with respect to the Service or such other services against any and all of the obligations of a Customer to ATC irrespective of the type of service. ATC shall have sole discretion in determining the order of priority for the application of such payments among the accounts for such services, subject to applicable law. For purposes of this section only, a "Customer" shall be deemed to include all accounts for any such services at a single address. The rights of ATC hereunder are in addition to other rights and remedies that it may have.

• INSTALLATION, MAINTENANCE AND REPAIR

(a) ATC Equipment. IT IS UNDERSTOOD THAT THE EQUIPMENT IS AND REMAINS THE PROPERTY OF ATC AND IS RENTED TO THE CUSTOMER FOR HIS/HER EXCLUSIVE USE FOR THE LENGTH OF SERVICE. IF THE SERVICE IS TERMINATED BY EITHER PARTY FOR ANY REASON, THE EQUIPMENT IS TO BE RETURNED TO ATC IN GOOD WORKING CONDITION. Customer agrees not to remove, disturb or alter any Equipment and will not hire or permit anyone other than an accredited representative of ATC to perform any work on the Equipment. Customer acknowledges that the Equipment is merely a means through which the Service is provided by ATC and may be removed or changed by ATC at its discretion as it deems appropriate. Customer agrees not to use the Equipment for any purpose other than to use the Service pursuant to this Agreement. Customer shall not sell, transfer, lease, encumber or assign all or any part of the Equipment to any third party. Customer will not relocate the Equipment to a new address without the consent of ATC. Upon receipt of a request by Customer, ATC may, at an additional charge, relocate the Equipment at a time agreed to with Customer. If Customer changes its Service address or location, Customer will contact ATC for additional information concerning the possibility, costs and procedures for transferring the Equipment and Service to Customer's new location. Customer shall pay to ATC the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any incidental costs incurred by ATC relating to the replacement of the Equipment or part thereof.

(b) Access. Customer authorizes ATC and its employees, agents, contractors, and representatives to enter and access Customer's premises at reasonable times and upon reasonable notice to install, maintain, inspect, repair and/or remove the Service, as applicable. Customer warrants that he/she has the right to grant such right to access the premises. Customer further warrants that Customer is the owner of, or a tenant in, the premises, and that Customer has the authority to enter into this Agreement. If Customer is not the owner of the premises then, upon request, Customer will supply ATC with the owner's name and address, evidence that Customer is authorized to grant access to the premises on the owner's behalf and (if requested by ATC) written consent from the owner of the premises.

(c) Interruption in Service. ATC assumes no responsibility for interruption of Service or program, transmission or liability for any loss or damage due in part or entirely to circumstances beyond its control, such as (without limiting the generality of the foregoing) acts of God, including lightning storms, accidents, power failures, delays, fires, floods, water, war emergencies, labor troubles, unavailability of programming, or regulations, orders, decisions or acts of any lawfully constituted authority or court. In any event, if there is a known program or Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to state law), ATC, upon prompt notification of such failure or interruption from Customer, will either provide Customer with a pro-rata credit relating to such

Alliance Telecom Cable Agreement

failure or interruption or, at its discretion, in lieu of the credit provide alternative programming during any program interruption. ATC shall not be liable for any incidental or consequential damages.

(d) Repairs. ATC will maintain and within a reasonable time make all repairs needed on any of ATC's equipment either inside or outside the Customer's dwelling. ATC assumes no responsibility for the condition, operation, maintenance or repair of any Customer provided equipment, including but not limited to television sets, VCRs or other video equipment, remote controls, keyboards, stereos or other audio equipment, telephones or A/B switches ("Customer Equipment"). ATC will authorize for the Service a set-top box or cable card for which Customer provides a valid proof-of-purchase from a recognized retail establishment, and the box must be compatible with ATC's technical specifications. E-Bay or any comparable outlet is NOT accepted as a recognized retailer. ATC will repair and/or replace defective Equipment (excluding the replacement of batteries) as long as such damage was not caused by misuse or other improper operations or handling by Customer. A service charge may be imposed if damage to Equipment is due to negligent use or abuse or if no fault is discovered in ATC's system or Equipment. In addition, an equipment charge may be imposed for the repair or replacement of any lost, stolen or damaged Equipment. ATC makes no warranties, with respect to Equipment or with respect to the Equipment's compatibility with any Customer Equipment.

(e) Customer Wiring and Equipment. Customer is responsible for the maintenance and repair of all wiring owned by Customer and all Customer Equipment (as defined above). ATC is not responsible or liable for any loss or impairment of reception of the Service due in whole or in part to a malfunction or defect in any Customer-owned wiring or Customer Equipment. Customer may request that ATC repair Customer wiring and Customer Equipment either on a service call or maintenance contract basis, as available.

• OWNERSHIP OF WIRING AND EQUIPMENT

ATC retains all right, title and interest in and to all Equipment installed on or at Customer's premises, and such Equipment will at all times remain the property of ATC or its designee. Customer must return all Equipment upon termination of Service. Failure to do so will result in a charge to be determined with reference to ATC's then current fee schedule, which amount shall be due immediately. Customer agrees to pay such charge whether the equipment is lost (through theft or otherwise) or destroyed. ATC may remove all of its Equipment in the event of termination of the Service and/or this Agreement. Failure of ATC to remove such Equipment shall not be deemed abandonment. None of the Equipment shall become a fixture. Upon installation in single family residences, all external wiring extending up to 12 inches outside the home, all internal wiring and all outlets become the property of the Customer.

• TRANSFER OF ACCOUNT PROHIBITED

Customer acknowledges that he/she may not transfer this Agreement, the Service and/or any Equipment to any other person or entity without the prior written consent of ATC and any such transfer is specifically prohibited.

• SERVICE FOR PERSONAL/BUSINESS USE ONLY

Customer acknowledges and agrees that the Service, and the programming and features available via the Service, may be utilized by Customer and Users solely for such Customer's and Users' personal, commercial use and may not be duplicated, reproduced, publicly performed, resold, distributed or retransmitted excepted as permitted by law or otherwise expressly permitted herein. Customer shall indemnify ATC for any violation of this section by Customer or a User.

• RESPONSIBILITY FOR SERVICE PROGRAMMING AND USE OF SERVICE FEATURES

a) Programming. ATC reserves the right to preempt or change programming available on the Service whenever it desires. All programming, program services, program packages, number of channels, channel allocations, broadcast channels, and interactive services are subject to change in accordance with applicable law. Customer acknowledges that ATC is not responsible or liable for the content of any programming or Service.

(b) Other Services. In addition to providing video programming and video-related services, broadband, internet and interactive television services, the Service may provide e-commerce and other services, as well as access to certain proprietary products of ATC. You also may be able to subscribe to or access third-party services and transact other forms of electronic commerce (hereinafter collectively "Third Party Services") via the Service. Customer acknowledges that Customer may incur charges while using these Third Party Services or while engaging in other forms of "e-commerce" (i.e. charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings using these functions). All such charges, including applicable taxes shall be paid by Customer to those Third Party Services and are not the responsibility of Insight. Insight shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the Service.

(c) ATC's Right to Monitor. ATC has no obligation to monitor content or services accessible by means of the Service or Equipment. However, Customer acknowledges and agrees that ATC has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation to operate its Services properly, or to protect itself or its Customers. ATC

Alliance Telecom Cable Agreement

shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of ATC's systems, Equipment, and/or Service.

(d) Responsibility for Use of the Service and for User-Transmitted Materials. You are responsible for any misuse of the Service and/or the Equipment, even if the inappropriate activity was committed by a friend, family member, guest, employee or other User with access to the Service. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Equipment or Service. Any information sent by a User utilizing the functions of ATC 's Equipment is sent at the User's sole risk, and ATC shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the User.

9. THEFT OF SERVICE

Customer shall not intercept or receive or assist in the interception or receipt of the Service without the prior authorization of ATC. Customer shall not move the Equipment to another location or alter it to receive the Service without authorization. Any alteration, tampering, or removal of Equipment, or the use of Equipment which permits the receipt of services without authorization or the receipt of services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited.

10. DISPUTE RESOLUTION

In the event that a legal dispute arises concerning this Agreement, please be aware that these rules apply:

(a) Arbitration for Resolution of Disputes. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

(b) Binding Arbitration. The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16. The FAA, not state law, shall govern the arbitrability of all disputes between ATC regarding this Agreement and the Service. You have the right to take any dispute that qualifies to small claims court rather than arbitration. However, all other disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration, unless provided otherwise in this Agreement. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect. The provisions of this section shall survive termination, amendment or expiration of this Agreement.

(c) The Arbitrator. A single arbitrator will be selected in accordance with the rules of the American Arbitration Association (the "AAA"). The arbitration will be conducted under the applicable procedures and rules of the AAA that are in effect on the date the arbitration is filed unless this Section is inconsistent with those procedures and rules, in which case, this Section will prevail. These procedures and rules may limit the amount of discovery available to Customer or ATC. The arbitrator will apply applicable statutes of limitation, will honor claims of privilege recognized by law, and will take reasonable steps to protect customer account information and other confidential or proprietary information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by Customer or ATC. The arbitrator will make any award in writing, but need not provide a statement of reasons unless requested by a party. Upon a request by Customer or ATC, the arbitrator will provide a brief statement of the reasons for the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

(d) Amount of Dispute. The arbitration of any dispute involving \$10,000 or less shall be conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. The AAA's Commercial Arbitration Rules and fee schedules will apply to any disputes in excess of \$10,000. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

(e) No Class Action or Consolidated Proceedings. NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON. All parties to the arbitration must be individually named. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED. Customer understands and acknowledges that by consenting to submit claims to arbitration pursuant to this Agreement, Customer may be forfeiting his or her right to share in any class action awards. This Section will not apply to any individual claims filed by Customer in a lawsuit prior to the effective date of this Agreement, nor to the claims of a class certified prior to the effective date of this Agreement.

Alliance Telecom Cable Agreement

This Section will apply to all other claims, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the claims are based occurred or existed before the effective date of this Agreement.

(f) Limitation of Available Damages. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE NOT EXPRESSLY AUTHORIZED BY THIS AGREEMENT AND SUPPORTED BY ADMISSIBLE EVIDENCE, AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND ATC BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT LIMITS THE ARBITRATOR'S AUTHORITY TO AWARD DAMAGES THAT ARE THE DIRECT RESULT OF ATC'S WILLFUL MISCONDUCT. Notwithstanding the limitations set forth in this subsection, should it become necessary to resort to court proceedings to enforce a party's compliance with the dispute resolution and arbitration process set forth herein, and the court directs, orders or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorneys' fees, incurred by the party requesting such enforcement shall be reimbursed by the non-complying party to the requesting party. This Section does not prevent either party from seeking interim injunctive relief from a court in order to preserve the status quo or to protect assets until the arbitration has been commenced and the arbitrator has an opportunity to consider the matter of interim relief.

(g) Arbitration Information and Filing Procedures. Before Customer submits a dispute to arbitration or to small claims court, the Customer must first contact our customer account representatives at the customer service number on your ATC bill for the ATC Broadband High-Speed Broadband Internet Service and give us an opportunity to resolve the dispute. Similarly, before ATC takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or ATC is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 335 Madison Avenue, 10th Floor, New York, NY 10017 and request arbitration of the dispute. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at <http://www.adr.org/>. The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Any arbitration shall remain confidential. Neither you nor Insight may disclose the existence, content or results of any arbitration or award, except as may be required by law, to confirm and enforce an award, or to the party's attorneys and/or accountants.

(h) Fees and Expenses of Arbitration. Customer must pay the applicable AAA filing fee when submitting a written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules. If you elect an arbitration process other than a document (or "desk") arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party may, however, seek to recover the AAA's fees and the expenses of the arbitrator from the other party.

(i) Limitation of Claims. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE DATE THE BASIS FOR THE CLAIM OR DISPUTE FIRST ARISES.

(j) Governing Law. NEVADA LAW (EXCLUDING ITS CHOICE OF LAW RULES) WILL APPLY TO THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT.

(k) Authorized Claims. ATC and third parties who contribute to the ATC Broadband High-Speed Broadband Internet Service may bring claims against you for violations of this Agreement.

(l) Controlling Text. The words of this Agreement, not the conduct between us or any trade practice, will control what the Agreement means.

(m) Enforcement of the Agreement. ATC's decision not to enforce a particular provision of this Agreement does not mean that we waive the right to enforce it. We will only waive such a right in writing.

11. TERMINATION OF THE SERVICE

This Agreement will remain in effect until canceled by either party as provided below.

(a) Termination by Customer. Customer may terminate this Agreement for any reason at any time by providing ATC with at least 30 days advance notice. Customer may provide notice by email or delivering a written termination notice to ATC's Customer Service department during normal operating hours. Disconnect and other termination fees and charges may apply depending on Customer's subscription terms, including subscriptions for fixed time or as part of a promotion or special rate. In the event of such a termination, any applicable fees and charges will accrue through the date of termination. All prepaid monthly service fees for Service not received will be refunded or applied to offset termination fees or charges owed by Customer to ATC.

Alliance Telecom Cable Agreement

(b) Termination by ATC ATC may terminate this Agreement immediately at any time, without prior notice, if (i) Customer or a User fails to fully comply with the terms of this Agreement; (ii) Customer or a User fails to fully comply with any terms or conditions applicable to other services the Customer receives from ATC; or (iii) for any other reason (with or without cause). If ATC terminates this Agreement due to a violation of this Agreement or ATC 's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees, and we may also exercise other rights and remedies. In the event ATC terminates the Service for any reason other than for a violation of this Agreement or ATC 's policies, any fees and charges will accrue through the date of termination and any prepaid monthly service fees for Service not received will be refunded.

(c) Customer Obligations Upon Termination. Customer agrees that upon termination of this Agreement:

(i) Customer immediately will cease use of the Service and Equipment.

(ii) Customer will pay in full for Customer's use of the Service and the Equipment up to the later of the effective date of termination of this Agreement, the date on which the Service and the Equipment have been disconnected, or the date when the Equipment has been returned to us. Customer agrees to pay on a pro-rated basis for any use by Customer of the Service for a part of a month.

(iii) Customer agrees to make prompt arrangements to return the Equipment. Service charges may continue to accrue in accordance with applicable law until all ATC Equipment is returned. Customer shall return to ATC the Equipment by any method reasonably requested by ATC, within 10 days after termination of the Agreement.

(iv) Upon ATC 's request, Customer will permit ATC, its employees, agents, contractors, and/or representatives, to access Customer's premises during regular business hours to remove the Equipment. Such removal will be conducted at an agreed to time; and Customer will ensure the return of all Equipment to ATC. If any Equipment is not returned, is returned damaged or is only partially returned, Customer agrees that ATC may charge Customer the full manufacturer's suggested retail price for a replacement of any such Equipment, including any incidental costs incurred by ATC relating to the Equipment replacement, to Customer's account or Customer's credit or debit card on file with ATC (if applicable).

(d) Retention of Rights. Nothing contained in this Agreement shall be construed to limit ATC 's rights and remedies available at law or in equity.

(e) Survival. All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, dispute resolution terms, limitations on actions and our rights and the rights of others).

12. NO WARRANTIES; LIMITATION OF LIABILITY AND INDEMNIFICATION

(a) DISCLAIMER OF WARRANTIES. ATC, ITS AFFILIATES AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE MAKE NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING WARRANTIES: (i) OF TITLE OR NONINFRINGEMENT; (ii) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (iii) AS TO LACK OF VIRUSES OR OTHER HARMFUL ELEMENTS; (iv) AS TO ACCURACY, COMPLETENESS OR SECURITY OF DATA, INFORMATION, RESPONSES OR RESULTS; (v) OF ADEQUACY OR SUITABILITY OF THE SERVICE; (vi) OF COMPATIBILITY WITH ANY PARTICULAR OPERATING SYSTEM, PLATFORM, EQUIPMENT OR SOFTWARE; (vii) OF SPEED OR UNCORRUPTED FORMATS; OR (viii) WARRANTIES IMPLIED OR RESULTING FROM COURSE OF DEALINGS OR COURSE OF PERFORMANCE), REPRESENTATIONS, OR ENDORSEMENTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, REGARDING THE SERVICE, THE EQUIPMENT, OR ANY PROGRAMMING OR MATERIAL AVAILABLE THROUGH THE SERVICE.

FURTHERMORE, THE SERVICE AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER ATC, ITS AFFILIATES NOR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WARRANT THAT ANY CONNECTION TO, TRANSMISSION OVER, OR RESULTS OF THE EQUIPMENT OR THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL PROVIDE UNINTERRUPTED USE OR WILL OPERATE AS REQUIRED, UNINTERRUPTED OR ERROR FREE. CUSTOMER'S SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT UPON REQUEST ONLY IN THE EVENT OF A FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION BEYOND THE CONTROL OF ATC FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, CUSTOMER MUST REQUEST THE CREDIT FROM ATC WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST FUTURE FEES PAYABLE BY CUSTOMER FOR THE SERVICE.

NO INFORMATION, ORAL OR WRITTEN STATEMENTS, SERVICE DESCRIPTIONS OR ADVICE GIVEN OUTSIDE OF THIS AGREEMENT BY INSIGHT, ITS AFFILATES, EMPLOYEES, AGENTS OR SUPPLIERS SHALL CREATE ANY EXPRESS OR IMPLIED WARRANTY.

(b) YOUR RESPONSIBILITY AND LIABILITY. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND OF YOUR SERVICE ACCOUNT. ATC, ITS AFFILIATES AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, SUCH AS, BUT NOT LIMITED TO LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, PERSONALLY INJURY (INCLUDING DEATH), LEGAL FEES AND EXPENSES,

Alliance Telecom Cable Agreement

INCLUDING INVESTIGATION FEES) TO YOU OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT RESULTING DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE EQUIPMENT, THE PROGRAMMING OR MATERIALS AVAILABLE VIA THE SERVICE, OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICE OR THE EQUIPMENT OR USER'S RELIANCE ON THE EQUIPMENT OR THE SERVICE, INCLUDING WITHOUT LIMITATION ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE EQUIPMENT OR THE SERVICE; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO THE EQUIPMENT, THE SERVICE, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

IF YOU LIVE IN A STATE WHOSE LAWS PREVENT YOU FROM TAKING FULL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IN NO EVENT SHALL ATC'S LIABILITY OR THE LIABILITY OF THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE EXCEED (1) FOR INJURY TO PROPERTY OR PERSON CAUSED BY OUR WILLFUL OR GROSS NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES TO THE PROPERTY OR PERSON, OR (2) FOR ALL OTHER CLAIMS, ACTIONS OR DAMAGES PERMITTED UNDER THIS AGREEMENT, OUR SERVICE CHARGES DURING THE AFFECTED PERIOD.

(c) YOUR AGREEMENT TO INDEMNIFICATION. MISUSE OR CERTAIN USE OF THE SERVICE MAY RESULT IN CLAIMS BY THIRD PARTIES AGAINST ATC. AS A PRACTICAL MATTER, WE CANNOT MONITOR OR CONTROL THE ACTIVITIES OF CUSTOMERS OR USERS TO PREVENT THESE CLAIMS. CUSTOMER AND EACH USER, JOINTLY AND SEVERALLY, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ATC, ITS AFFILIATES AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE FROM ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, INVESTIGATIONS, LIABILITIES, JUDGMENTS, LOSSES, DAMAGES, EXPENSES OR COST (INCLUDING ATTORNEYS' FEES AND INVESTIGATION EXPENSES) THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO: (i) ANY VIOLATION OF THIS AGREEMENT BY THE CUSTOMER OR USER; (ii) THE USE OF THE SERVICE, OR THE POSTING, PLACEMENT OR TRANSMISSION OF ANY CONTENT OR OTHER MATERIALS BY THE CUSTOMER OR USER VIA THE SERVICE; (iii) INFRINGEMENT OR VIOLATION OF ANY PERSON'S PROPERTY, CONTRACTUAL OR OTHER PROPRIETARY RIGHTS, INCLUDING COPYRIGHT, PATENT TRADE SECRET AND TRADEMARK RIGHTS; OR (iv) ANY ACTIVITY, OMISSION OR USE RELATED TO CUSTOMER'S SERVICE ACCOUNT.

(k) SOLE REMEDY. User's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of ATC and its affiliates is limited to the maximum extent permitted by law.

13. MISCELLANEOUS

(a) Notice. ATC may deliver any required or desired notice to Customer and/or Users by posting the notice on the Service, by posting notice on any website about which Customer has been notified, or by sending notice via e-mail or first class U.S. postal mail to Customer's address of record or e-mail address on ATC's account records. Customer and Users agree that any one of the foregoing will constitute sufficient notice. Because ATC may from time to time notify Users about important information regarding the Service and the Agreement by such methods, User agrees to regularly check his or her postal mail, e-mail and all postings on the Service, and on any website about which Customer has been notified, and Customer and the Users bear the risk of failing to do so.

(b) No Relationship. Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between ATC and any Content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

(c) Assignment. ATC may assign its rights and obligations under this Agreement, without notice, to (i) any affiliate of ATC; (ii) to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of ATC or any ATC affiliate; or (iii) to any person or entity purchasing or otherwise acquiring the broadband distribution system serving the Premises. This Agreement may not be assigned or transferred by Customer without ATC's prior written consent.

(d) Hindrance beyond ATC Control. ATC shall not be responsible for performance of its obligations hereunder where delayed by war, riots, embargos, strikes, interruptions in telecommunications services, acts or omissions of its vendors or suppliers or other third parties, accidents, acts of God, terrorism, or any other event beyond ATC's control.

(e) General. This Agreement, which includes all policies, documents and agreements referenced herein (including, without limitation, the Customer Privacy Policy (http://alliancetelecomcorp.com/privacy_policy), any terms and conditions that you agreed upon in executing a work order for the Service (if any), and any additional terms and conditions posted on the Service, constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and replace any and all prior written or verbal agreements. In the event that any portion of this Agreement, and/or its components, is held to be unenforceable, the unenforceable

Alliance Telecom Cable Agreement

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. Insight's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of each other by a person with full power and authority to bind such party.

EXECUTED as of the day and year below written:

COMPANY: Alliance Telecom Corp

By: _____

Name: Michael A. Finch

Title: CEO/President

Dated: _____

Business Name: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

CONFIDENTIAL