

Bright House Networks High Speed Service Subscription Agreement

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

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

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

1. Definitions.

(a) "Agreement" means this Subscription Agreement, as it may be amended from time to time by Operator.

(b) "Computer" means the personal computer(s) located at Subscriber's residence that will be used to access the ISP Service, as specified on the accompanying work order. Each Computer will need to meet certain minimum hardware and software requirements that will be specified for the ISP Service; such requirements may be changed from time to time by Operator and/or ISP ("System Requirements").

(c) "ISP" means the Internet service provider selected by Subscriber from among those offered by Operator for the ISP Service.

(d) "Operator" means the local Bright House Networks affiliated cable operator that is providing the ISP Service over its cable system, or any cable operator to whom such Operator assigns this Agreement.

(e) "Operator Equipment" is defined in Section 4(b).

(f) "Operator Parties" shall mean Operator and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.

(g) "Software" means the computer software, if any, licensed by ISP to Subscriber to access the ISP Service, or licensed by Operator to Subscriber to facilitate installation or distribution of the ISP Service.

(h) "Subscriber" means the account holder authorized by Operator to access and use the ISP Service.

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

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

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

2. General.

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

subscribed for by Subscriber, regardless of Subscriber's changing his or her choice of ISP.

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

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

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

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

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

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

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

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

3. Charges.

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

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

otherwise specified in the price list. All charges are payable on the due date specified on the bill.

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

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

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

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

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

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

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

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

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

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

4. Installation; Equipment and Cabling.

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

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

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

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

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

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

(g) Operator Equipment and Cabling.

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

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

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

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

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

(h) Software. To the extent any Software is licensed by Operator (such as self installation tools, but not including

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

5. Subscriber Conduct.

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

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

6. Review and Enforcement.

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

(b) Operator may suspend Subscriber's account, or cancel Subscriber's account without prior notification if Operator determines in its discretion that Subscriber has violated this Agreement or any of the Terms of Use. Operator reserves the right to suspend or terminate the ISP Service to Subscriber for a single violation of this Agreement or the Terms of Use. If Subscriber's account is suspended, Subscriber will not be charged for that period of time. If Subscriber's account is canceled, Subscriber will be refunded any pre-paid fees minus any amounts due Operator.

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

7. Republication.

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

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

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

9. Service Interruptions; Force Majeure. Except as otherwise legally required, Subscriber is entitled to a prorated credit upon request only in the event of complete failure of the ISP Service due to technical malfunction of the

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

10. Disclaimer of Warranty; Limitation of Liability.

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

WITHOUT LIMITING THE FOREGOING:

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

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

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

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

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

Security Features

Your new Wireless Home Network may include a number of security features, such as firewalls, wireless security features and remote access security features. While such features are designed to increase the security of your

home network, Bright House Networks is not the designer of these features. As a result, Bright House Networks does not warrant or guarantee the security of your home network. Use of these security features may not be sufficient to protect against viruses or unauthorized access by third parties to your computer system, data, equipment or software.

Access Controls

The Wireless Home Network includes certain access control features designed to enable you to restrict access from your home network to certain content. Bright House Networks is not the designer of these features. As a result, Bright House Networks cannot prevent access to all material that you wish to avoid.

Technical Support

If you request technical support from Bright House Networks or a third party we designate, you may be asked for permission to remotely access your computer for the provision of such support. If you consent to such request, you will be granting permission to the technician to remotely access your computer.

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

12. Privacy.

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

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

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

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

13. Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY BRIGHT HOUSE NETWORKS SERVICE ON THE PART OF SUBSCRIBER) SHALL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR UNDER THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW OR EQUITY. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. ANY

AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER SECTIONS 9 AND 10 OF THIS AGREEMENT. THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1 TO 16, SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) SHALL BE SHARED EXCEPT THAT SUBSCRIBER MAY RECOVER HIS/HER FILING AND ARBITRATOR(S) FEES IF SUBSCRIBER IS THE PREVAILING PARTY. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR SHALL NOT HAVE THE POWER TO ORDER PRE-HEARING DISCOVERY OF DOCUMENTS OR THE TAKING OF DEPOSITIONS, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND THE PRODUCTION OF DOCUMENTS AT THE HEARING.

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

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

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

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

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

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

Last modified on: **Tuesday, June 15, 2004**