



Digital Phone Agreement

Bright House Networks Residential Digital Phone Agreement

Bright House Networks Information Services, LLC ("Bright House Networks") is pleased to provide you with our Digital Phone. Below are the terms and conditions that will apply to you as a Digital Phone customer. Your use of Digital Phone will be deemed acknowledgment that you have read and agreed to these terms of service.

1. Definitions

- (a) "Agreement" means this Bright House Networks Digital Phone Agreement, as it may be amended from time to time by Bright House Networks.
- (b) "Bright House Networks Equipment" or "Equipment" is defined in Section 4(c).
- (c) "Bright House Networks Parties" means Bright House Networks and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.
- (d) "Service" means the Bright House Networks Digital Phone.
- (e) "Software" means the computer software, if any, licensed by Bright House Networks to you to access Digital Phone, or licensed by Bright House Networks to you to facilitate installation or distribution of Digital Phone.
- (f) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by Bright House Networks to you regarding use of Digital Phone.
- (g) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 11, as it may be amended from time to time by Bright House Networks.
- (h) "Terms of Use" means all rules, terms and conditions described in this Agreement or otherwise established now or hereafter by Bright House Networks regarding permissible or impermissible uses of, or activities related to, Digital Phone.
- (i) "You" or "your" means the subscriber account holder authorized by Bright House Networks to access and use Bright House Networks Digital Phone.
- (j) "We" or "us" means Bright House Networks.

2. General

- (a) This Agreement, in addition to the Subscriber Privacy Notice, which is incorporated into this Agreement by reference, provides the terms and conditions governing Bright House Networks provision of its Digital Phone to you. We are not bound by any other representation, warranty, term or condition, or statements or agreements made by any employee or agent of Bright House Networks, other than as specifically described in this Agreement. Either you or Bright House Networks may terminate Digital Phone at any time for any reason.
- (b) Digital Phone as offered and provided under this Agreement is available only to residential customers of Bright House Networks. You agree that except as otherwise expressly provided in this Agreement, all terms and conditions of the Cable Modem Subscription Agreement (including, without limitation, the disclaimer of warranty in that agreement) will also govern Digital Phone, to the extent applicable, and the terms of the Cable Modem Subscription Agreement are incorporated into this Agreement by reference.
- (c) The Bright House Networks Digital Phone is not a powered service. Under certain circumstances, including if the electrical power and/or Bright House Networks cable network or facilities are not operating, Digital Phone, including the ability to access emergency 911 and E911 services, will not be available.
- (d) Enhanced 911 (E911) is a feature of Bright House Networks Digital Phone. Please note that the address associated with an E911 call is the authorized address where service was originally provided. If you move your cable modem to another location, you must notify Bright House Networks of the address change in order for that new address to be automatically sent to E911 services in the event that someone dials "911" from your Digital Phone. The Bright House Networks system will continue to send the original service address until you contact us to change the address for transmittal to E911 services.
- (e) You expressly agree that you will not have the option of subscribing to a "local only" or "long-distance only" service, nor will you be able to subscribe to a separate local, toll or long distance provider for use in conjunction with Bright House Networks Digital Phone.
- (f) All non-voice communications equipment, including, but not limited to, home security systems that are not set up to make automatic phone calls, fax machines, and medical monitoring devices may not be compatible with Bright House Networks Digital Phone. In order to maintain these functions, you may be required to maintain a separate telephone wire connection to the local telephone company.
- (g) Bright House Networks has the right at any time to add to, modify, or delete any aspect, feature or requirement of Digital Phone. This includes (but is not limited to) equipment and system requirements. We also have the right to add to, modify, or delete any provision of this Agreement, any Terms of Use established by us. An online version of this Agreement and the Subscriber Privacy Notice are accessible at www.mybrighthouse.com. We may revise the Agreement and/or the Subscriber Privacy Notice from time to time, and we may change the online location of these documents periodically. In accordance with any applicable law, Bright House Networks will notify you of any significant change in these documents. If you continue to use the Service after we change any of these documents and provide you notice of the changes, you will be deemed to have consented to the changes. If you do not agree to any changes, you should stop using the Service and notify Bright House Networks that you are terminating the subscription to Digital Phone.
- (h) You represent and warrant that you are at least 18 years of age.
- (i) You are responsible in all respects (including payment obligations) for all use of the Service under your account, whether or not you actually authorized the use. Your

responsibility includes all calls to pay-per-call services, whether or not you actually authorized the call. You will be responsible for ensuring that all use of the Service under your account fully complies with this Agreement.

(j) You may not transfer all or a portion of your account, Digital Phone or the Bright House Networks Equipment to any other person or entity, or to a new residence or other location.

3. LIMITATIONS OF 911/E911 DIALING.

- (a) Limitations: The Service includes Enhanced 911 dialing ("E911"). CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF E911. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES OF THESE LIMITATIONS.
- (b) Correct Address: For E911 to work in accordance with our specifications, Bright House Networks must have a correct service address for the location of your MTA. If you do not provide the correct address when you register for the Service or if you relocate your MTA to a new address and do not register the new address with Bright House Networks, E911 may fail in two ways: (i) E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. If you wish to relocate the MTA and continue to use the Services including E911, you must comply with section 5, seek authorization for the Service at your new service address (if available), and update your service address with us. Relocating the MTA to a different address without first notifying Bright House Networks may be grounds for termination of this Agreement and your Digital Phone Service
- (c) Service Interruptions: E911 may not function if the Services are interrupted for any reason, including but not limited to failure of your MTA, incorrect configuration of your MTA, an extended power outage, failure of our network or facilities, or suspension or disconnection of your Services because of nonpayment.
- (d) LIABILITY: YOU ACKNOWLEDGE AND UNDERSTAND THAT BRIGHT HOUSE NETWORKS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE E911 FEATURE OR LIMITATIONS SET FORTH IN THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BRIGHT HOUSE NETWORKS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO E911.
- (e) SERVICE INTERRUPTIONS CAUSED BY POWER FAILURES

You expressly acknowledge that you may lose access to and use of the Services, including E911, under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating, (ii) if electrical power to the MTA is interrupted and the MTA does not have a battery backup, and (iii) if the electrical power to the MTA is interrupted and its battery backup fails. You also understand and acknowledge that battery backup may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Service will not function until normal power is restored. You acknowledge and understand that your MTA may not have battery backup or another power source of its own.

4. Charges

- (a) You agree to pay Bright House Networks for the following: (i) your recurring, monthly subscription fees for Digital Phone, (ii) all usage-based charges (including but not limited to charges for calls to international numbers, directory assistance, and/or Bright House Networks operator assisted calls), and (iii) installation charges, if any. You also agree to pay all applicable local, state and federal fees and taxes. All charges are payable on the due date specified on the bill. (i) Recurring monthly Digital Phone charges will be billed monthly in advance. (ii) Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, and/or Bright House Networks assisted calls) will be billed in the next practicable monthly billing cycle following such use.
- (b) If you do not pay your bill by the due date on the bill, we can charge you a late fee. Payment for Digital Phone must be received by Bright House Networks on or before the due date stated on the bill. Failure to deliver payment by the due date is a breach of this Agreement. You agree that each time you fail to pay your bill, it causes Bright House Networks to suffer damages in an amount that is difficult to ascertain with certainty. Bright House Networks has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a late fee amount. Bright House Networks reserves the right to change the late fee amount at any time in the future upon notice to you of the new amount.
- (c) The availability of Digital Phone is dependent upon you maintaining current accounts with Bright House Networks for cable modem service and, if applicable, cable television video service. If your Digital Phone account or any other account with Bright House Networks is past due, Bright House Networks may terminate Digital Phone upon notice to you as required by applicable law. If Bright House Networks temporarily disconnects your Digital Phone because you failed to pay for the service, Bright House Networks will provide the same level and quality of any 911 or E911 services you had access to prior to the temporary disconnection. If you continue to fail to pay your bill, your service will be permanently discontinued and Bright House Networks will stop providing you with 911/E911 service.
- (d) If your account is past due and Bright House Networks sends a collector to your premises, a field collection fee may be charged. The current field collection charges can be provided on request.
- (e) If you cancel Digital Phone or the cable modem service, or if we discontinue either service for any reason including non-payment, and you wish to reconnect either service, you may be required, in addition to payment of all outstanding balances on all accounts with Bright House Networks, to pay a reconnect charge or trip charge (where applicable) before reconnection.
- (f) Bright House Networks may verify your credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on your credit standing. Regardless of credit standing, Bright House Networks may require a bank or credit card, or account debit authorization from you.
- (g) Bright House Networks may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee can be provided on request.
- (h) You will also be responsible for all other expenses (including reasonable attorneys' fees) incurred by Bright House Networks in collecting any amounts due under this Agreement that you have failed to pay.

5. Installation; Equipment and Cabling

- (a) If self-installation is available and you elect to install the Service yourself, Bright House Networks will provide kits and instructions for self-installation.
- (b) In order to provide you with Digital Phone, Bright House Networks will physically disconnect your existing service to the local telephone company, and that we may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring on your premises on your behalf in order to connect the premises to Digital Phone. You authorize Bright House Networks to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment.
- (c) Any equipment provided by Bright House Networks to you will be considered "Bright House Networks Equipment" (also referred to in this Agreement as "Equipment") and will be subject to Section 4(h) below. Any cabling installed by Bright House Networks will remain the property of Bright House Networks except as otherwise required by applicable law.
- (d) We have no obligation to install, support, maintain, repair or replace any computer, cable modem, cabling or other equipment that is not Bright House Networks Equipment.
- (e) Bright House Networks and its authorized agents may enter your premises, access Bright House Networks Equipment and access your computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Equipment, to install or deliver the Software, or to disconnect and remove the Equipment.
- (f) Bright House Networks will have the right to upgrade, modify and enhance the Bright House Networks Equipment and Software from time to time through "downloads" from our network or otherwise.
- (g) If you are not the owner of the premises at which Equipment and Software are to be installed, you warrant that you have obtained the consent of the owner of the premises for Bright House Networks personnel and/or its agents to enter the premises for the purposes described in this Section 4. You will indemnify and hold Bright House Networks harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.
- (h) Bright House Networks Equipment and Cabling.
 - (i) The Bright House Networks Equipment is and at all times will remain the sole and exclusive personal property of Bright House Networks. You will acquire no ownership or other interest in this Equipment by virtue of payments made pursuant to this Agreement or the attachment of any portion of the Equipment to your residence or otherwise. (ii) You will not open, alter, misuse, tamper with or remove the Bright House Networks Equipment, and you will leave it as it was and where it was when Bright House Networks installed it. You will not remove any markings or labels from the Equipment indicating Bright House Networks ownership or serial or identity numbers. You agree to safeguard the Bright House Networks Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Bright House Networks) will not permit anyone other than a Bright House Networks authorized representative to perform any work on the Bright House Networks Equipment. (iii) If and when your Digital Phone is disconnected or cancelled (for whatever reason) you agree that you no longer have the right to keep or use the Bright House Networks Equipment. In such event, you must return the Equipment in the same condition as when received, ordinary wear and tear excepted. You will promptly return the Equipment or notify us to come pick it up. If you do not promptly return the Equipment or schedule a pick-up, Bright House Networks may enter any premises where the Bright House Networks Equipment may be located for the purpose of disconnecting and retrieving the Bright House Networks Equipment. Failure of Bright House Networks to remove its Equipment does not mean that we have abandoned the Equipment. If you fail to return the Equipment, you will pay any expenses we incur in retrieving it. Bright House Networks may charge you a continuing monthly fee until any remaining Equipment is returned, collected by Bright House Networks or fully paid for by you in accordance with Section 4(h)(iv). (iv) If the Bright House Networks Equipment is damaged, destroyed, lost or stolen while in your possession, you are liable for the cost of repair or replacement of the Equipment. If the Equipment is not returned to or retrieved by Bright House Networks as described in Section 4(h)(iii) upon termination of Digital Phone, you will pay Bright House Networks, on demand, the collection fee for unreturned equipment. (v) If you fail to return the Equipment, Bright House Networks can charge your bank account or credit card (if debit authorization has been obtained from you) the amounts described in Sections 4(h)(iii) and 4(h)(iv), in addition to any other remedies or collection efforts. If Bright House Networks charges you a security deposit, our obligations regarding the security deposit will be governed by the terms of the deposit receipt provided to you at the time the deposit was collected. (vi) If and when your Digital Phone is disconnected or cancelled, Bright House Networks may (but is not obligated to), remove any cabling installed by Bright House Networks on your premises, subject to applicable laws and regulations. (vii) Software. If we license any Software to you, you may only use this Software as described in this Agreement. You will not do, or allow anyone else to do, any of the following: any additional copying; any translation, reverse engineering or reverse compiling; or disassembly or modification of or preparation of any derivative works based on the Software. All of these activities are prohibited. If your Service is cancelled or disconnected, you will promptly return or destroy all Software provided by Bright House Networks and any related written materials.

6. Subscriber Conduct

- (a) Digital Phone is a residential service offered for your personal, non-commercial use. The Service may only be used by you and members of your immediate household. You will not resell or redistribute (whether for a fee or otherwise) Digital Phone, or any portion of the Service. You will not otherwise charge others to use Digital Phone, or any portion of the Service. You agree not to use Digital Phone for any enterprise purpose whether or not it is a for-profit enterprise.
- (b) You will not use Digital Phone for any unlawful purpose, or for any use which you have not obtained all required governmental approvals, authorizations, licenses, consents and permits. Bright House Networks may shut down your Digital Phone, without prior notice, if we find, in our sole judgment, that your use is unauthorized or fraudulent.
- (c) Bright House Networks may shut down your Digital Phone, without prior notice, if we find, in our sole judgment, that your use of the service is causing interference to others or you have tampered or allowed others to tamper with Bright House Networks Equipment. We may also shut down your Digital Phone, without prior notice, if hazardous conditions exist that would make your continued use of the service unsafe.
- (d) You may not assign, or transfer in any manner, the Service or any rights associated with the Service without the prior written consent of Bright House Networks. Bright House Networks will permit you to transfer your Service to another person or entity if you have paid all charges owed to Bright House Networks. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and the non-recurring installation charges will apply.

7. Review and Enforcement

- (a) Bright House Networks may suspend your account, or cancel your account with notice as required by applicable law if Bright House Networks determines in its discretion that you have violated this Agreement or any of the Terms of Use. We may suspend or cancel your account even if you have only violated this Agreement or the Terms of Use once. If your account is suspended, you will not be charged for that period of time. If your account is canceled, you will be refunded any pre-paid fees minus any amounts due Bright House Networks.
- (b) You agree that Bright House Networks will have the right to take any action that Bright House Networks deems appropriate to protect Digital Phone or Bright House Networks facilities and Bright House Networks Equipment.

8. Support; Service and Repairs

Bright House Networks will repair damage to or, at our option, replace Bright House Networks Equipment, and otherwise attempt to correct interruptions of Digital Phone, due to reasonable Equipment wear and tear, or technical malfunction of the Bright House Networks system or network, at our expense. The Subscriber Materials contain details on contacting Bright House Networks for this support. We have no other responsibility for support, maintenance or repair of any equipment, software or service, whether provided by a third party or you. For assistance with other technical problems, you should refer to the Subscriber Materials. If any other support services are available from Bright House Networks, such services will be at additional charges.

9. Service Interruptions; Force Majeure

We will credit your account for interruptions in Service that are not due to (i) your negligence or noncompliance with this Agreement and/or your noncompliance with the Agreement or (ii) the operation or malfunction of the facilities, power, or equipment that you have provided. Any such credit will be refunded on the next practicable bill for Digital Phone issued by Bright House Networks to you. The Bright House Networks Parties will have no liability, including as described in this Section 8, for interruption of Digital Phone 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.

10. Disclaimer of Warranty; Limitation of Liability

- (a) YOU AGREE THAT DIGITAL PHONE IS PROVIDED BY BRIGHT HOUSE NETWORKS 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. BRIGHT HOUSE NETWORKS MAKES NO WARRANTY THAT DIGITAL PHONE WILL BE UNINTERRUPTED OR ERROR FREE. YOU FURTHER AGREE THAT ALL USE OF DIGITAL PHONE IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING:
NONE OF THE BRIGHT HOUSE NETWORKS PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA BRIGHT HOUSE NETWORKS FACILITIES OR DIGITAL PHONE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR PHONE COMMUNICATIONS. YOU AGREE THAT NONE OF THE BRIGHT HOUSE NETWORKS PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. YOU HAVE THE SOLE RESPONSIBILITY TO SECURE YOUR COMPUTER AND PHONE COMMUNICATIONS.
- (b) YOU UNDERSTAND THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF DIGITAL PHONE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO YOUR COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. YOU WILL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE BRIGHT HOUSE NETWORKS PARTIES WILL 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(a) AND 8 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY BRIGHT HOUSE NETWORKS PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING DIGITAL PHONE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE DIGITAL PHONE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES, ANY ACTION TAKEN TO PROTECT DIGITAL PHONE, OR THE BREACH OF ANY WARRANTY.
- (d) YOU HEREBY AGREE THAT THE PROVISIONS OF THIS SECTION 9 WILL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, DIGITAL PHONE, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE BRIGHT HOUSE NETWORKS PARTIES.

11. Indemnification

You agree to defend, indemnify and hold harmless Bright House Networks 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 Digital Phone by you or otherwise arising out of the use of your account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Bright House Networks to you.

12. Privacy

- (a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications 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 our Subscriber Privacy Notice. You acknowledge receipt of the Subscriber Privacy Notice.
- (b) Bright House Networks may collect (whether automatically or otherwise) and share (with other Bright House Networks Parties) 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 Communications Act of 1934) relating to you that Bright House Networks may acquire as a result of the provision of Digital Phone. You hereby expressly consent to the collection by, and sharing between, Bright House Networks and other Bright House

Networks Parties of such information.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Bright House Networks will have the right (except where prohibited by law notwithstanding your consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. By accepting Digital Phone, you consent 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 CABLE SERVICE ON THE PART OF YOU) WILL 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 WILL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR WILL BE IN WRITING AND WILL STATE THE REASONS FOR THE AWARD. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR WILL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS DESCRIBED IN OR EXCLUDED UNDER SECTIONS 8 AND 9 OF THIS AGREEMENT. THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1 TO 16, WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. EACH PARTY WILL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) WILL BE SHARED EXCEPT THAT YOU MAY RECOVER HIS/HER FILING AND ARBITRATOR(S) FEES IF YOU ARE 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 WILL NOT BE PERMITTED. THE ARBITRATOR WILL 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

All previous written agreements between you and Bright House Networks are superceded by this Agreement, the accompanying work order, any Terms of Use or other rules now or hereafter specified by Bright House Networks for Digital Phone, which constitute the entire agreement between you and Bright House Networks. Your subscription, customer agreement or terms and conditions relating to your cable television or cable modem service with Bright House Networks Parties will remain in full force and effect. Acceptance of Digital Phone constitutes acceptance of the terms and conditions of this Agreement.

15. Term

This Agreement will remain in effect until terminated by either party or superseded by a revised agreement for Digital Phone.

16. Continuity of Service

In order to provide continuity of service to you if Digital Phone is no longer available over Bright House Networks cable system, you agree that Bright House Networks may provide an alternative phone service. In such event, Bright House Networks will notify you of the date as of which you will begin receiving the alternative phone service, which will also be governed by this Agreement. You will have the right at any time to terminate the alternative phone service or to change your subscription to any other phone service then offered by Bright House Networks.

17. Interpretation; Severability

In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as described in this Agreement, and the remainder of this Agreement will remain in full force and effect.

18. Consent to Electronic Notice

Unless otherwise specified, all notices described in this Agreement or required under applicable law will be provided by Bright House Networks by such means as Bright House Networks will determine in its discretion. Without limiting the foregoing, you agree that Bright House Networks may provide any of these notices via email or posting on a website, including (without limitation) notice of changes to this Agreement and the Terms of Use or the Privacy Notice.

19. Waiver

Failure by Bright House Networks to enforce any of its rights under this Agreement will not constitute a waiver of any such rights. No waiver by either party of any breach or default will be deemed to be a waiver of any preceding or subsequent breach or default.

20. Choice of Law

This agreement is governed by the laws of the State of Michigan, without regard for its choice of law provisions.