

NewWave Communications Terms and Conditions of Residential Services and Subscriber Policies

Following are the terms and conditions that govern the relationship between you (“Customer”) and NewWave Communications (“NewWave”) regarding the services that you have selected. Services may include cable television service, Internet service and telephone service (collectively the “Services”). The terms and conditions set forth in this Agreement (the “Agreement”) and in any applicable tariff(s) on file with the FCC, state utility commission or other comparable state agency and any documents referenced herein are binding upon you. The terms and conditions in the “TERMS AND CONDITIONS” section below are applicable to all residential Services unless otherwise indicated. **This is an important contract between you and NewWave. Please retain all documents referred to herein or regarding your Services and store them with your other important papers.** Your continued use of the Services are evidence of your agreement to the terms and conditions set forth herein. We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any material changes. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the “Effective Date”) of the change, we will consider that you have accepted the changes. The current version of this Agreement is mailed annually and all documents referred to herein may always be found at www.newwavecom.com. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

If you are a customer of commercial services this Agreement does NOT apply to you and you should refer to your individual customer agreement for the terms and conditions of your commercial service.

TERMS AND CONDITIONS OF RESIDENTIAL SERVICE

EQUIPMENT

Ownership of Equipment. “Equipment” includes all Equipment installed in or on Customer’s premises by NewWave including, without limitation, converter, wiring, decoders, terminal, channel selectors, remote controls, cable modems, and multimedia terminal adapters. The Equipment shall remain the sole and exclusive property of NewWave, unless otherwise specified in writing by NewWave or as provided by the FCC’s inside wiring regulations. You agree to use the Equipment only for the Services pursuant to this Agreement. We may remove or change the Equipment at our discretion at any time the Services are active or following the termination of your Service(s). You agree that our addition, removal, or change of the Equipment may interrupt your Service. You may not sell, lease, abandon or give away the Equipment, or permit any other provider of cable, Internet or telephone services to use the Equipment. The Equipment may only be used in the Customer premises where installed. At your request, we may relocate the Equipment for an additional charge, at a time agreeable to you and us. You understand and acknowledge that if you attempt to install or use the Equipment or Services at a location other than the Customer premises where installed, the Services may fail to function. You agree that you will not allow anyone other than NewWave employees or agents to service the Equipment.

Damaged, Lost or Stolen. Customer is responsible for the safe keeping of all Equipment placed in or on Customer’s premises. In the event that the Equipment is destroyed, damaged, lost or stolen while in Customer’s possession, Customer shall be liable for the cost of repair or replacement of the Equipment. Equipment in your possession may be covered by your homeowners, renters, or other insurance.

Customer Equipment. Customer Equipment consists of software hardware or services that Customer elects to use and provide in connection with the Services or Equipment (the “Customer Equipment”). Customer agree to allow NewWave the right to insert cable cards or other hardware in the Customer Equipment, send software downloads to the Customer Equipment and install, configure, maintain and

inspect the Customer Equipment in connection with the provision of the Services. Customer warrants that he/she is the owner of the Customer Equipment or that Customer has the authority to give NewWave access to the Customer Equipment. If Customer is not the owner of the Customer Equipment, he/she is responsible for obtaining any necessary approval from the owner to allow NewWave access to the Customer Equipment to perform the activities specified above. NewWave has no responsibility for the operation or support, maintenance or repair of any Customer Equipment including, but not limited to televisions, VCRs, audio receivers, any device on which software is installed or any other devices. Without limiting the foregoing, NewWave shall have no liability for lightning damage to any such Customer equipment. Customer shall not connect more than one television and/or stereo receiver to an outlet without notifying NewWave of the connection. Customer acknowledges that telephone service may not be compatible with certain makes or models of alarm and security systems or devices, certain medical monitoring devices, certain fax machines, and certain "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, and traditional caller ID units. NewWave reserves the right to deny Customer support for the Services and/or terminate Service(s) if any Customer Equipment does not meet minimum technical specifications.

NEWWAVE DOES NOT WARRANT THAT CUSTOMER EQUIPMENT THAT DOES NOT MEET MINIMUM TECHNICAL OR OTHER SPECIFICATIONS WILL ENABLE SUCCESSFUL INSTALLATION, ACCESS, OPERATION OR USE OF THE SERVICES. CUSTOMER ACKNOWLEDGES THAT INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, CUSTOMER OR PREMISES OR EQUIPMENT. NEWWAVE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

Unauthorized Attachments. Customer agrees not to attach any unauthorized devices to the Equipment or the Services. If Customer makes any unauthorized connection or modification to the Equipment or the Services or any other part of the NewWave network, NewWave may terminate Service and recover damages as may result from Customer actions. Unless expressly authorized by NewWave, Customer agrees not to install anything to intercept or receive any of the Services offered over the NewWave network or to assist any person in intercepting or receiving any of the Services offered over the NewWave network. Customer also agrees that he/she will not attach anything to the inside wiring, Equipment or Customer Equipment, which singly or together impairs the integrity of the network or degrades signal quality or strength or creates signal leakage. Customer agrees that NewWave may recover damages from Customer for tampering with any Equipment or any part of the network or for receiving unauthorized Service(s).

Inside Wiring. Customer may install inside wiring, such as additional cable wiring and outlets, provided it does not interfere with the normal operations of the network. If Customer elects to have NewWave install inside wiring, NewWave will charge for that service. All inside wiring is the property of the Customer or the property of whomever owns the premises. Accordingly, Customer is responsible for the repair and maintenance of the inside wiring. Customer may subscribe to inside wire maintenance service. If Customer is not the owner of the premises, Customer should contact owner about the repair or maintenance of inside wiring.

ACCESS

Access on Premises. NewWave may enter into, upon and over Customer's premises periodically to install, connect, inspect, maintain, repair or alter its outlets and Equipment. To the extent the same is consistent with Customer's ownership of the premises, Customer grants NewWave a temporary and permanent easement to construct, install, maintain, and/or replace cable television transmission lines and all other Equipment necessary in connection with the provision of Services. Customer authorizes any other adult resident or adult guest at the premises to grant NewWave access to the premises.

Customer as Renter. In the event Customer is not the owner of the premises upon which NewWave outlet and Equipment are to be installed, Customer warrants to NewWave that he/she has obtained the consent of the owner of the premises for NewWave to make installation and maintenance contemplated by the customer. If Customer is not the owner of such premises, Customer agrees to indemnify and hold NewWave harmless from and against any claims of the owner arising out of the provision of services. Customer agrees to supply NewWave, upon request, the owner's name, address and phone number and/or evidence that the owner has authorized Customer to grant access to the premises to NewWave.

BILLING AND CHARGES

Payment. Customer agrees to pay for all Services provided to Customer including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. Customer agrees to pay any regulatory recovery fees for municipal, state and federal government fees or assessments imposed on NewWave, or on any programs in which NewWave participates, including, but not limited to, public, educational and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system. Customer will be responsible for paying any government imposed fees and taxes that become applicable retroactively. NewWave will provide you with notice and an effective date of any change in prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case notice will be provided only as required by applicable law. You warrant that you owe no monies to NewWave from prior accounts. In the event that NewWave finds that you owe any amounts from an undisclosed prior account, NewWave may apply any funds received from Customer to such prior account, and suspend or terminate Services until all amounts owed are paid in full. Not all fees apply to all Services. **Customer authorizes NewWave to make inquiries and to receive information about Customer's credit, to retain this information, and to disclose this information to third parties for reasonable business purposes.**

Billing Procedure. Unless Customer has signed a term contract for telephone service, Services are provided to on a month-to-month basis. Customer will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by date specified on the billing statement for each period. In addition, Customer must pay, on or before the day of install of any or all Services, the first month's service charges, equipment charges, and installation charges. The first bill may include pro-rated charges from the date Services began, as well as monthly recurring charges for the next month and charges for any nonrecurring Services Customer has received. If Customer makes a partial payment of any bill, NewWave will apply that payment to the outstanding charges in the amounts and proportions that NewWave determines in its sole discretion. However, NewWave does not waive its rights to collect the full balance owed by accepting partial payment. Subject to applicable law, if Customer intends to dispute a charge or request a billing credit, Customer must contact NewWave within sixty (60) days of the date on the bill. Customer waives any disputes or credits not reported within sixty (60) days.

Changes In Service and Charges. Customer understands and agrees that from time to time: NewWave may change or delete its Services, and may change its Service, Equipment, rates and other charges with or without notice, however NewWave will give Customer reasonable prior notice of increases or other changes in its charges in conformity with applicable law, subscriber agreements and policies, tariffs, or terms and conditions of the Sales Order which, together with the terms and conditions herein, form the complete agreement between Customer and NewWave ("Agreement"). Customer further understands and agrees that, without liability to NewWave, the content, programs and/or formats, of the Services may be discontinued, modified or changed by the owners of such services at any time without prior notice to the Customer. NewWave may also rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services, including but not limited to, content, functionality, hours of

availability, customer equipment requirements, speed and upstream and downstream rate limitations. If Customer finds a change in the Service(s) unacceptable, Customer has the right to cancel Service(s). However, if Customer continues to receive Service(s) after the change, this will constitute acceptance of the change. Please take the time to read any notices of changes to the Service(s). NewWave is not liable for failure to deliver any programming, services, features or offerings.

Customer acknowledges that NewWave cannot control the lawful “blacking out” of certain special events or programs, and NewWave has no responsibility therefore. Parental control features are available for use with the Services to block or restrict certain video programming or channels and to filter certain Internet content. Information on how to enable these features is available upon request. It is Customer’s sole responsibility to activate or otherwise enable these features and to update any settings if programming is rearranged, deleted, added to or otherwise changed.

Late Charges. Customer understands NewWave may impose an administrative late fee for each month’s charges if for any reason (a) NewWave does not receive any required payment for the Services by the payment due date or (b) Customer pays less than the full amount due for the Services. NewWave does not anticipate that Customer will fail to pay for the Services on a timely basis, and NewWave does not extend credit to Customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges or penalties. A late fee is intended to be a reasonable advance estimate of costs to manage past due accounts. NewWave will tell Customer the amount of any late fee and other separate or additional charges at the time Customer subscribes to and receives Services, prior to the time a new fee is implemented, and in annual mailings thereafter. Late fee practices may be revised to comply with applicable federal, state or local laws, rules or regulations. If you fail to pay the full amount due for any or all of the Services then NewWave at its sole discretion in accordance with applicable law, may also suspend or disconnect any or all the Services you receive.

Other Charges. If Customer pays the bill to a field collection representative, a collection field fee will be charged. If Service is disconnected, NewWave may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. These fees are in addition to all past due charges and other fees. If Customer’s check is returned for insufficient funds NewWave may impose a service charge up to \$30.00 subject to applicable law. If Customer has not paid amounts due hereunder within 30 days of the due date therefore, and it is reasonably necessary for NewWave to use the services of a collection agency and/or attorney to collect said amounts due, the Customer agrees to pay to NewWave, in addition to other amounts due, all reasonable agency and attorneys fees that are incurred by NewWave, including without limitation, court costs. If a voluntary or involuntary petition in bankruptcy is filed by or against Customer, NewWave may require a reasonable security deposit to continue service. Customer may incur charges with third-party service providers that are separate and apart from the amounts charged by NewWave. These may include charges resulting from accessing on-line services, calling parties who charge for their telephone-based services, purchasing goods from certain cable networks or otherwise. Customer is solely responsible for all charges payable to third parties, including all applicable taxes. In addition, Customer is solely responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions.

Payment by Credit Card, Check, Electronic Payment. If Customer uses a credit card to pay for the Services, use of the card is governed by the card issuer agreement for that card. If NewWave does not receive payment from Customer’s credit card issuer or its agents, Customer agrees to pay all amounts due upon demand. If Customer makes payment by check, Customer authorizes NewWave to collect your check electronically. Customer may not amend or modify this Agreement with any restrictive endorsements (such as “paid in full”), releases, or other statements on or accompanying checks or other payments accepted by NewWave and any such notations shall have no legal effect. If Customer’s

financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, charges will be assessed by NewWave and services may be suspended. This fee is in addition to any charges the financial institution may assess directly on Customer. If initially rejected, NewWave may make additional multiple attempts to execute the payment for up to thirty days following the initial refusal. At the end of such period, if there has not been a successful transfer, authorization will be terminated. If Customer signs up for electronic payment plan on the Sales Agreement thereby authorizing NewWave to initiate debit entries from Customer bank accounts, Customer is responsible for maintaining the confidentiality of the account and password and for restricting access to the computer used to facilitate payments and accepts responsibility for all activities that occur under such account or password. Customer is responsible for all bill payments authorized using the electronic payment plan.

Transfer of Account or Change of Residence. Customer may not assign or transfer its obligations or rights contemplated by the Agreement to any other person including a successor tenant or occupant or to any other service address without the prior express written consent of NewWave. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number. Customer agrees to notify NewWave of any changes in ownership or occupancy at the service address. NewWave can freely assign its rights and obligations under this Agreement with or without notice to Customer.

Theft of Service. The receipt of Services without proper payment to NewWave is a crime. Customer understands that the law prohibits; 1) theft of unauthorized reception of cable programming; 2) assisting theft of unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for such unauthorized use); and 3) willful damage, alteration or destruction of Equipment. Customer is liable for all authorized and unauthorized telephone use at the premises. You agree to notify NewWave immediately if you become aware that any Equipment has been stolen or that Customer Services are being used without Customer authorization. Customer must provide account number and a detailed description of the circumstances of the theft or unauthorized use of Services. Failure to notify NewWave of such activity in a timely manner may result in the termination of Services without notice and additional charges. Customer can be subject to both civil and criminal penalties including imprisonment

TERMINATION OF SERVICES

Termination by Customer. This Agreement will be in effect from the time that the Services are activated until it is terminated as provided for by this Agreement, or it is replaced by a revised Agreement. Unless Customer has signed a term contract for Services, Customer may terminate this Agreement for any reason at any time by notifying NewWave. A Customer must, subject to applicable law, provide NewWave with at least 7 days advance notification to terminate Service. A customer may initiate Service termination by either a) notifying NewWave's business office or a representative thereof, during normal business hours and scheduling a physical disconnection of Service and equipment recovery, or b) by directly and personally surrendering all rented equipment to a NewWave office. Account holders are liable for all Service rendered by NewWave up to the time the account has been deactivated and for NewWave equipment until it is returned.

Termination by NewWave. Under the conditions listed below and in the documentation relative to the Services, NewWave reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized users (e.g., email or voicemail). NewWave may take these actions in the following instances: (1) NewWave determines that use or information does not conform with the requirements set forth in this Agreement, (2) NewWave determines that use or information interferes with ability to provide the Services to Customer or third parties, (3) NewWave reasonably believes that use or information may violate any laws, regulations, or any policies or instructions for use, (4) NewWave

discovers that Customer has threatened or harassed any of NewWave personnel, or (5) NewWave reasonably believes that use or information interferes with or endangers the health and/or safety of our personnel or third parties NewWave's action or inaction under this Section shall not constitute review or approval of use of the Services or information transmitted by or to Customer.

Obligations upon Termination. Upon termination of this Agreement for any reason Customer will immediately cease all use of the Services and Equipment and pay in full for use of the Services up to the date that this Agreement has been terminated and the Services are disconnected. Customer's right to possession of Equipment shall likewise cease and terminate. Customer agrees to return all equipment within five (5) days of the disconnect date in the operating condition as when received (reasonable wear and tear excepted) directly to NewWave or a representative thereof except as may otherwise be required by FCC's inside wiring regulations. If Customer fails to return the Equipment, Customer agrees to pay NewWave the sum of up to \$250.00 for each digital converter box, up to \$15.00 for each remote control unit, \$10.00 for each power cord, \$10.00 for each Ethernet cable, \$500.00 for each high definition converter, up to \$50.00 for each modem, up to \$100.00 for any multimedia terminal adapter, and the replacement cost (without deduction for depreciation, wear and tear of physical condition) for any other item of Equipment that is not so returned. In the event that customer fails or refuses to promptly return the Equipment, NewWave may enter premises where the Equipment may be located for the purpose of discontinuing Service and/or removing said Equipment. Customer understands and agrees that all unreturned Equipment will be charged to the Customer's credit card or bank account consistent with your prior authorization as required by law.

Complaint Policy

In the event Customer experiences a problem with billing or service, he/she must call or write NewWave using the contact information provided on the monthly statement. If the problem has not been resolved to the Customer's satisfaction, Customer may write to:

NewWave Communications
ATTN: Customer Service Department
One Montgomery Plaza, 3rd Floor
Sikeston, MO 63801

NewWave will make every effort to resolve the problem within 10 business days of receipt of the letter.

MAINTENANCE AND REPAIR POLICIES

Service and Repairs. NewWave undertakes reasonable efforts to maintain the system and respond to service calls in a timely manner. NewWave will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by Customer's intentional or negligent misuse is the sole responsibility of Customer who shall pay NewWave its then current rate for the cost of repair or replacement.

Service Interruptions. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to persons, property or environment. These may include, without limitation, vital emergency communications, or activities where absolutely accurate data or information is required. Customer expressly assume the risks of any damages resulting from these activities. NewWave shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond NewWave control, including, but not limited to, causes attributable to Customer; inability to obtain access to the Customer premises; failure of any cable signal at the transmitter; failure of a communications satellite; loss of use of

poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services. In all other cases of complete failure of service for twenty-four (24) consecutive hours or more, Customer is entitled, as its sole and exclusive remedy against NewWave and subject to law, to a prorate credit upon request. In the event of an outage during a live or special pay-per-view event ordered by Customer, upon request, Customer is entitled as its sole and exclusive remedy against NewWave to a prorated adjustment of the event fee based upon the number of minutes of the outage. To qualify for an adjustment, Customer must request a credit within thirty (30) days of the failure. Except as may be expressly set forth in this Agreement or in applicable law, such credit shall be sole and exclusive remedy for an interruption of services. Customer is not entitled as remedies against NewWave to any direct, indirect, consequential, compensatory or punitive damages arising from any service interruption. Any credits provided shall not be construed as a course of conduct by NewWave.

You understand and acknowledge that you will not be able to use telephone service under certain circumstances, including but not limited to the following: (1) if the NewWave network or facilities are not operating or (2) if normal electrical power to the multimedia terminal adapter (“MTA”) is interrupted and the MTA does not have a functioning battery backup. NewWave may provide battery back up for telephone service. If NewWave does not provide battery backup, Customer must provide battery backup and it will remain Customer responsibility in all respects. Customer understands and acknowledges that the performance of the battery backup is not guaranteed. If the battery backup does not provide power, Telephone service will not function until normal power is restored.

USE OF SERVICES

Customer agrees that the Services and the Equipment will be used only for personal, residential, non-commercial purposes and will not be duplicated except in compliance with applicable law. Customer will not resell or permit another to resell the Services in whole or in part. Customer will not use or permit another to use the Equipment or Service(s), directly or indirectly, for any unlawful purpose or in violation of any NewWave policy applicable to the Services. Use of the Equipment or Services for transmission, communications or storage of any information, data or material in violation of any regulation or law is prohibited. NewWave has no obligation to monitor content accessible through the Services, however Customer agrees that NewWave has the right to monitor content and disclose any information as necessary to satisfy any law or regulation, to operate the Services properly or to protect NewWave and NewWave’s other customers. NewWave has the sole right to determine what constitutes inappropriate use of its Equipment and Services. Customer agrees that it is accepting this Agreement on behalf of all persons who may use the Equipment and/or Services and that Customer has the sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable NewWave policies. Customer agrees to indemnify, defend and hold harmless NewWave against all claims and expenses (including reasonable attorney fees) arising out of the use of the Services, the Equipment or the breach of this Agreement or any NewWave policies by Customer or any other user of the Services at the Customer premises. Customer agrees to comply with all end user license requirements relative to any of the Services or Equipment which you may access. NewWave’s Internet Acceptable Use Policy (“AUP”) and other policies concerning Internet service are posted on www.newwavecom.com/internet/customeragreement.pdf . CUSTOMER AGREES THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE NEWWAVE POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY TO SUCH WEBSITE. CUSTOMER AND OTHER USERS OF THE SERVICE SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.

LIMITED WARRANTY

THE EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER NEWWAVE NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT 1) THAT THE EQUIPMENT OR THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR or 2) ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of NewWave and its third-party service providers, agents and suppliers (and their respective officers, employees, agents, contractors or representatives) which would otherwise give rise to a cause of action in contract, tort or under any other legal doctrine.

EQUIPMENT. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF THE EQUIPMENT AND THE SERVICES. EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEWWAVE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT OR PREMISES. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NEWWAVE SHALL PAY IN ITS SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGE TO CUSTOMER EQUIPMENT OR PREMISES UP TO A MAXIMUM OF \$500. THIS SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. CUSTOMER UNDERSTANDS THAT IT'S COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED OR ACCESSED IN CONNECTION WITH THE INSTALLATION OR REPAIR OF THE SERVICES. THIS OPENING OR ACCESSING MAY VOID WARRANTIES PROVIDED BY THE MANUFACTURER RELATING TO THE HARDWARE OR SOFTWARE. NEITHER NEWWAVE NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES. BY ACCEPTING THIS AGREEMENT, CUSTOMER WAIVES ALL CLAIMS AGAINST NEWWAVE FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT OWNED BY CUSTOMER. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES.

SOFTWARE. CERTAIN FEATURES OF THE SERVICES MAY REQUIRE SPECIAL SOFTWARE, APPLICATIONS, AND/OR ACCESS TO THE INTERNET. NEWWAVE MAKES NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE OR APPLICATION INSTALLED ON CUSTOMER EQUIPMENT, DOWNLOADED THROUGH THE SERVICES, OR AVAILABLE THROUGH THE INTERNET DOES NOT CONTAIN A VIRUS OR OTHER HARMFUL FEATURE. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO TAKE APPROPRIATE PRECAUTIONS TO PROTECT ANY CUSTOMER EQUIPMENT FROM DAMAGE TO SOFTWARE, FILES, AND DATA AS A RESULT OF ANY SUCH VIRUS OR OTHER HARMFUL FEATURE. NEWWAVE MAY, BUT IS NOT REQUIRED TO, TERMINATE ALL OR ANY PORTION OF THE INSTALLATION OR OPERATION OF THE SERVICES IF A VIRUS OR OTHER HARMFUL FEATURE IS FOUND TO BE PRESENT ON CUSTOMER EQUIPMENT. NEWWAVE IS NOT REQUIRED TO PROVIDE ANY ASSISTANCE IN REMOVAL OF VIRUSES. CUSTOMER ACKNOWLEDGES THAT ADDITIONAL CHARGES MAY APPLY FOR ANY SERVICE CALLS MADE OR REQUIRED ON ACCOUNT OF

ANY PROBLEM RELATED TO A VIRUS OR OTHER HARMFUL FEATURE DETECTED ON CUSTOMER EQUIPMENT. AS PART OF THE INSTALLATION PROCESS FOR SOFTWARE AND OTHER COMPONENTS OF THE SERVICES, SYSTEM FILES ON CUSTOMER EQUIPMENT MAY BE MODIFIED. NEWWAVE DOES NOT REPRESENT, WARRANT OR COVENANT THAT THESE MODIFICATIONS WILL NOT DISRUPT THE NORMAL OPERATIONS OF ANY CUSTOMER EQUIPMENT OR CAUSE THE LOSS OF FILES NOR THAT THE INSTALLATION OF THE SOFTWARE OR APPLICATIONS WILL NOT CAUSE THE LOSS OF FILES OR DISRUPT NORMAL OPERATIONS OF ANY CUSTOMER EQUIPMENT. FOR THESE AND OTHER REASONS, CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE IMPORTANCE OF BACKING UP ALL FILES, INCLUDING EMAIL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. CUSTOMER UNDERSTANDS AND ACCEPTS THE RISK OF NOT BACKING UP FILES. NEWWAVE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

DIRECTORY LISTINGS. IF NEWWAVE MAKES AVAILABLE AN OPTION TO LIST CUSTOMER NAME, ADDRESS, AND/ OR TELEPHONE NUMBER IN A PUBLISHED DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, AND ONE OR MORE OF THE FOLLOWING CONDITIONS OCCURS: (1) CUSTOMER REQUESTS THAT NAME, ADDRESS AND/OR PHONE NUMBER BE OMITTED FROM A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS INCLUDED IN EITHER OR BOTH; (2) CUSTOMER REQUESTS THAT NAME, ADDRESS AND/OR PHONE NUMBER BE INCLUDED IN A DIRECTORY OR DIRECTORY ASSISTANCE DATABASE, BUT THAT INFORMATION IS OMITTED FROM EITHER OR BOTH; OR (3) THE PUBLISHED OR LISTED INFORMATION FOR CUSTOMER ACCOUNTS CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE AGGREGATE LIABILITY OF NEWWAVE SHALL NOT EXCEED THE MONTHLY CHARGES, IF ANY, WHICH CUSTOMER HAS ACTUALLY PAID TO NEWWAVE TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD. CUSTOMER SHALL HOLD HARMLESS NEWWAVE AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS REFERENCED ABOVE.

DAMAGES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER NEWWAVE NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS: ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR THE SERVICES OR (b) THE INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICES (INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, SCREEN BURN, PIN MISALIGNMENT, PHOSPOUR BURN, IDENTITY THEFT, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION OR FAILURE OF PERFORMANCE OF THE SERVICES, THE EQUIPMENT OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, VOICEMAIL OR OTHER INFORMATION OR DATA); OR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE EQUIPMENT OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL

RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Remedies. Customer's sole and exclusive remedies under this Agreement are as expressly set forth herein. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of NewWave and its employees, affiliates, suppliers, agents and contractors is limited to the maximum extent permitted by law.

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

INDEMNIFICATION

CUSTOMER AGREES TO BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS NEWWAVE AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE NEWWAVE FOR ANY DAMAGES, LOSSES OR EXPENSES INCURRED BY NEWWAVE IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF THE SERVICES OR EQUIPMENT; VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION OR MEDICAL MONITORING SYSTEM; AND YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

GENERAL

This Agreement and any other documents incorporated by reference herein constitute the entire agreement and understanding between Customer and NewWave with respect to the Services, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If NewWave fails to insist upon or enforce strict performance of any provision of this Agreement, it does not thereby waive 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 addition to representations and warranties Customer makes elsewhere in this Agreement, Customer also represents and warrants that: (i) he/she is at least 18 years of age. (ii) the information provided is accurate, complete and current, including without limitation legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used and payment data. Customer agrees to notify NewWave promptly, in accordance with the terms of this Agreement, if there is any change in the information provided. Failure to provide and maintain accurate information is a breach of this Agreement.

Nothing contained in this Agreement shall be construed to limit NewWave's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, NewWave reserves the right to delete all Customer data, files, electronic messages or other information that is stored on NewWave servers or systems. In addition, Customer may forfeit account user name and all e-mail, IP, web space addresses and voice mail. In the event Customer cancels telephone service without porting voice service and the telephone number to another service provider, Customer will forfeit the telephone number. NewWave shall have no liability whatsoever as the result of the loss of any such data, names, addresses or numbers.

