

AGREEMENT FOR CABLE MODEM & CABLE PHONE SUBSCRIBERS
MODEM USAGE POLICY

This Agreement for cable modem and cable phone subscribers (the "Agreement") sets forth the terms and conditions under which Mid-Hudson Cablevision, Inc. ("MHC"), and its affiliates and/or distribution partners (collectively, "MHC"), agrees to provide MHC Cable Modem Service and/or Cable Phone Service (collectively at times herein, the "Services") to subscribers and users (hereinafter individually, the "Customer" and collectively, the "Customers").

Due to the unique nature of the Services provided by MHC, certain circumstances beyond MHC's control may affect the performance of these Services. Some of these items include, but are but not limited to, viruses, Spam, 911 availability and intermittent service inherent in the World Wide Web. Therefore all Customers should read MHC's **Statement of Limited Liability** as contained on MHC's website at www.mhcable.com. Customers should not use either Cable Modem Service or Cable Phone Service until they have read the Statement of Limited Liability. If Customers have trouble locating either the website www.mhcable.com or the Statement of Limited Liability on the website on our Internet page under Residential Rules **Modem Usage Policy**, located at <http://www2.mhcable.com/highspeed/AcceptancePolicyModems7-05.swf> for Cable Modem Service or <http://cablephone.mhcable.com/tos/> for Cable Phone Service), please contact MHC's office at 1-800-342-5400 and select the option for the Cable Modem Support Group. **By signing the front of this form Customer agrees to release MHC from any and all liability in accordance with the MHC Statement of Limited Liability.**

If Customer breaches this Agreement, or any other agreement referenced herein, MHC has the right to terminate Services and retrieve MHC equipment (the "Equipment"). MHC's failure to require Customer's strict performance of any term of this Agreement shall not be a waiver of MHC's right to require strict performance of any term or condition herein.

For Customers that receive other Services from MHC (i.e. Cable Modem Service), all accounts for all Services must remain in good standing to continue to receive any one service. Please refer to MHC's **Billing & Service Policies**, available at www.mhcable.com, http://www3.mhcable.com/services/internet/#Terms_and_Conditions for further details applicable to the Services. Any account which remains unpaid for 45 days or more may be subject to disconnection.

Any applicable tariffs and/or other policies, statements, and/or agreements specifically referenced herein and/or set forth in full at www.mhcable.com (collectively, the "Applicable Agreements"), as well as this Agreement, constitute the entire agreement between MHC and Customer (and/or User, as defined herein) for the subject matter hereof. This Agreement may be amended from time to time and only MHC may make such modifications. The Applicable Agreements, as may also be amended from time to time, are incorporated herein by reference and made a part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

INSTALLATION OF EQUIPMENT

Customer hereby authorizes MHC or its authorized representatives, to enter upon Customer's property during reasonable hours, by appointment, for the purposes of installing, inspecting, maintaining, replacing, removing, or otherwise dealing with Equipment, and authorizes same to verify connections and to perform such other operations as may be necessary or desirable to enable MHC to render its Services hereunder.

If Customer does not own the premises in which the Equipment is to be installed, Customer (i) represents that Customer has obtained necessary permission from the owner to install MHC's Equipment (including, without limitation, equipment attached to the outside of the premises); and (ii) will indemnify MHC from all claims of the owner in connection with the installation and provision of the Services.

MHC installers and technicians will not enter the premises to perform any work unless a responsible adult is present. MHC realizes this may cause an inconvenience for some Customers, but this policy is essential to protect Customer and MHC's employees.

Customer will not hold MHC responsible for any customer-owned and/or leased non-MHC equipment and/or property damage, bodily injury or other problems that may occur during self-installation. MHC shall not have any responsibility for maintenance or repair of the Customer's computer or other Customer-owned and/or leased non-MHC equipment. Customer acknowledges that MHC shall not be liable for Customer's computer, other hardware, software, or data, directly or indirectly related to this service. If Ethernet adapters are provided by MHC at the point of installation they are subject to the manufacturer warranty, and become the property of Customer only after 30 days of service and upon full payment for installation and the first month of service.

SECURITY ALERTS – Important Information

All Internet Customers need to be aware of the problems caused by SPAM and viruses that are spreading throughout the Internet! Because of the security problems to MHC's network caused by SPAM and viruses, **ALL MHC High Speed Internet Customers should have an up-to-date Anti-Spam & Anti-Virus Protection Program running at all times on their computer(s)**. MHC recommends the following programs: Symantec Norton Anti-virus & AVG (MHC's website, www.mhcable.com, provides a link to sign up for AVG).

RESPONSIBILITY FOR ACCOUNT

Customer is responsible for all use of items associated with Customer's account in all circumstances under any screen name or password used on that account. It is Customer's sole responsibility to protect the confidentiality of Customer's password and account.

Customer expressly agrees that the use of Services is at Customer's sole risk. Customer also understands and agrees to be bound by the **Modem Usage Policy** provided by MHC at its web site www.mhcable.com. Customer's choice to view or access any content or materials through the use of MHC Cable Modem Service and its Equipment is made at the sole discretion of Customer. Customer agrees to defend, indemnify and hold harmless MHC, its affiliates and third party content and information service providers, and their respective officers, directors, employees and agents, from and against all claims and expenses, including attorney's fees, either arising out of the Customer's use of the Services or the use of Customer's account. This also applies to copyright infringements as outlined in the Digital Millennium Copyright Act (DMCA) of 1998.

Data, quotes, news, research or information accessible through MHC's Services is independently obtained by the Customer. MHC does not guarantee the accuracy, completeness, timeliness or correct sequencing of any information obtained through MHC Cable Modem Service. There may be delays, omissions or inaccuracies in the information obtained. Customer agrees that MHC shall not have any liability, contingent or otherwise, for the accuracy, completeness, timeliness or correct sequencing of any information or for any decision made or action taken by Customer in reliance upon any information or data as applies to copyright infringements as outlined in the Digital Millennium Copyright Act (the "DMCA") of 1998 (see Title 17, United States Code, Section 512(c)(3)).

Pursuant to the DMCA, you may file a Notification of claimed infringement with the Designated Agent of a service provider if you believe that a web page hosted by the service provider is violating your rights under U.S. copyright law. The DMCA provides the procedure for parties to follow who wish to file a notification of claimed infringement with a service provider. Please see the DMCA for information regarding the procedure for making notifications of claimed infringement. This information is provided to Customer for informational purposes only, and is not intended as legal advice. If Customer believes its rights under U.S. Copyright law have been infringed, Customer should consult an attorney.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

LIMITATION OF WARRANTIES AND LIABILITY: MHC, ITS PARENT, AFFILIATES, EMPLOYEES, (COLLECTIVELY AND INDIVIDUALLY, THE "MHC GROUP") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT FURNISHED TO CUSTOMER AND/OR SERVICES PROVIDED, ANY WARRANTY OF NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CABLE MODEM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. THE MHC GROUP MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE INFORMATION OR DATA OBTAINED THROUGH MHC CABLE MODEM SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THESE PROVISIONS MAY NOT APPLY TO CUSTOMER. THE MHC GROUP SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FOR ANY FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. THE MHC GROUP SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. NOR SHALL MHC BE LIABLE FOR FAILURE TO PROVIDE SERVICE IF THE CAUSE IS DUE TO THE ACTS OF A THIRD PARTY. CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS THE MHC GROUP FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (I) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT CUSTOMER'S USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY; (II) ANY BREACH OR ALLEGED BREACH BY CUSTOMER OF THIS AGREEMENT; OR (III) INJURY TO PERSON OR PROPERTY RESULTING FROM CUSTOMER'S NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL THE MHC GROUP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. THE MHC GROUP'S MAXIMUM TOTAL LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING CUSTOMER'S CLAIM.

EQUIPMENT POLICY:

Services require use of a cable modem. Customer may lease a cable modem from MHC for a monthly fee. Customer agrees to connect only MHC-approved or authorized equipment to the MHC network. MHC Services will not work with Customer-owned equipment or other equipment, software or services that MHC did not provide to Customer.

ANY MHC RENTAL EQUIPMENT IS, AND SHALL REMAIN, THE SOLE AND EXCLUSIVE PROPERTY OF MHC (Customer-owned equipment and the Ethernet card excluded). Customer shall acquire no interest in cable modems and/or any other equipment not owned by them by virtue of any rental payments made to MHC, or otherwise.

MHC shall install its Equipment in a workmanlike manner, and maintain its Equipment in accordance with reasonable industry standards and applicable regulations. MHC shall have the unrestricted right, but not the obligation, to install or modify the software in any of the Equipment. It is a material breach for Customer to copy, duplicate, reverse engineer or in any way tamper with or interfere with any software provided to Customer by MHC. Customer agrees as follows:

1. To use the Equipment only for receiving Services ordered from or through MHC. Customer will only use any modem embedded in a digital video box for the receipt of MHC video Services.

2. To remove, replace, rearrange, repair or maintain cable wiring located within Customer's interior space such that such actions do not interfere with MHC's ability to meet FCC technical standards or to provide Services to Customer or Customer's neighbors.
3. To promptly return the Equipment to MHC in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, immediately upon discontinuance of service. If Customer does not promptly return the Equipment or if it is damaged or encumbered, the damages MHC will incur will be difficult to ascertain. Therefore, Customer agrees to pay, and MHC may charge Customer's account, a liquidated damages amount equal to MHC's reasonable estimates of the replacement costs and incidental costs that MHC incurs; provided, however, that such amount will not exceed the maximum amount permitted by law. This provision and any other provision that by its nature should survive shall survive the termination or expiration of this Agreement.
4. To pay all installation, Equipment, service or other charges by due date of MHC's bill. Charges are according to MHC's schedule or tariff applicable at the time Services are rendered. Monthly service rates may be subject to additional federal, state and local fees, taxes, surcharges or other charges. Fees and charges are payable in advance once service is initiated. If Customer terminates service before the end of a prepaid period, MHC will refund the prorated unused portion of the fees and charges. If the pro-rata unused portion is less than \$5.00, MHC will make the refund on Customer's request. If Customer or MHC terminates service without payment in full by the due date, MHC may transfer outstanding balances for Services provided under this Agreement to other accounts that Customer have with MHC.
5. If MHC fails to make timely payment, MHC may terminate service, remove Equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law.
6. Provide MHC's employees and representatives with a safe working environment.
7. Assume complete responsibility for improper use, damage or loss of any Equipment furnished by MHC. Customer shall only use the Equipment and Services in accordance with this Agreement and in a manner that complies with applicable laws and regulations. If Customer uses the Services or Equipment in a manner that violates this Agreement or applicable laws and regulations, then MHC shall have the right to immediately restrict, suspend, or terminate Customer's Services, without liability on the part of MHC.
8. Any attempted assignment or transfer of the Services to any other tenant or occupant or to any other location without MHC's prior written consent is prohibited and is a breach of this Agreement.
9. MHC has no obligation or responsibility for loss of stored content on any devices or for any damage to Customer's devices.

MHC will repair and/or replace the Equipment it uses to provide Customer's Services at no charge if the repair or replacement is not the result of Customer's negligence, fault, or theft from Customer's premises. If Customer is experiencing problems with service, Customer shall contact MHC's office at 1-800-342-5400 and select the option for the Cable Modem Support Group. In the event improper installation by anyone other than MHC or the use of improper materials causes signal degradation and/or leakage, Customer may be held responsible for the cost of rectifying the problem. Also, MHC may be required under federal law to terminate Customer's cable service until the problem can be remedied.

After MHC installs or removes Equipment or wiring on Customer's premises, Customer is responsible for any repairs or cosmetic corrections it wishes to make. MHC has an obligation to make such repairs only if it performed its work negligently and the premises were damaged as a result.

Programming: Customer acknowledges that MHC reserves the right at any time and in its sole discretion to change its channel lineup and/or to pre-empt specific programs or parts of programs previously advertised as available. MHC also reserves the right to alter its fee structure upon notice to Customer. Customer may immediately terminate service upon notice to MHC. Customer may not rebroadcast, transmit, record, perform, or charge admission to view or listen to any of the programming made available by the Services unless it obtains and pays for any public performance licenses.

Acceptable Use Policy: MHC has formulated an Acceptable Use Policy (the "AUP") in order to encourage the responsible use of MHC's networks, systems, Services, web sites and products

(collectively, the MHC Network and Services) by our Customers and other users of the MHC Network and Services (collectively, "Users"), and to enable MHC to provide Users with secure, reliable and productive Services. By using the MHC Network and Services, Users consent to be bound by the terms of the AUP. MHC reserves the right to modify the AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the MHC Network and Services after such modification shall constitute acceptance of such modification.

Suspension or Termination: Any User which MHC determines to have violated any element of the AUP may be subject to a suspension or termination of service. In general, The MHC Network and Services must be used in a manner that is consistent with the intended purpose of the MHC Network and Services and may be used only for lawful purposes, or other services that promulgate rules, guidelines, or agreements. If User does not agree to be bound by the AUP, it should immediately stop use of the Services and notify MHC so its account may be closed.

Responsibility for Content: User is solely responsible for the contents of the messages it communicates when using MHC Cable Modem Service, as well as any consequences of communicating such messages. User agrees that it will not use MHC Cable Modem Service for chain letters, junk mail, and "SPAMMING". Customer further agrees not to use MHC Cable Modem Service to send any message or material that is unlawful, gives rise to civil liability or otherwise violates community standards.

MHC takes no responsibility for any material created or accessible on or through the MHC Network and Services, including, but not limited to, all chat and bulletin board communications which are public and not private communications. MHC is not obligated to monitor such material, but reserves the right to do so. MHC will not exercise any editorial control over such material. In the event that MHC becomes aware that any such material may violate the AUP and/or expose MHC to civil or criminal liability, MHC reserves the right to block access to such material and suspend or terminate any Customer and/or User creating, storing or disseminating such material. MHC further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that MHC deems responsible for the wrongdoing. This also applies to copyright infringements as outlined in the DMCA.