

Blue Stream Subscriber Agreement For Residential Services

IMPORTANT INFORMATION ABOUT YOUR BLUE STREAM CABLE SERVICES

The account holder(s) referred to on the accompanying Blue Stream Work Order or statement (“I,” “me” or “my”) agrees that the Work Order, this Agreement, the Terms of Use referred to below, and any applicable Tariff(s) on file with the state utility commission or comparable state agency in the jurisdiction in which I live, set forth the terms and conditions that govern my receipt of Services from Blue Stream, which may include, among others, video, high-speed Internet and voice Services. The term “Services” and all other capitalized terms used in this Agreement are defined in Section 18.

In consideration of BLUE STREAM’s provision of the Services that I have requested, subject to applicable law, I AGREE AS FOLLOWS:

1. Important Information About This Agreement

(a) This Agreement, the Work Order, the Terms of Use and any effective and applicable Tariff(s), each of which BLUE STREAM may amend as set forth below, constitute the entire agreement between BLUE STREAM and me. This Agreement supersedes all previous written or oral agreements between BLUE STREAM and me. I am not entitled to rely on any oral or written statements by BLUE STREAM’s representatives relating to the subjects covered by these documents, whether made prior to the date of my Work Order or thereafter, and BLUE STREAM will have no liability to me except in respect of its obligations as described in this Agreement and the other documents referred to above. The use of my Services by any person other than me is also subject to the terms of this Agreement, the Terms of Use and any applicable Tariff(s).

(b) BLUE STREAM has the right to add to, modify or delete any term of this Agreement, the Terms of Use, the Subscriber Privacy Notice or any applicable Tariff(s) at any time. An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Tariff(s), so changed from time to time, will be accessible at <http://www.MyBlueStream.com>, another online location designated by BLUE STREAM or can be obtained by calling my local BLUE STREAM office.

(c) Any such changes shall become effective immediately except where applicable law requires a notice period, in which case the change will become effective at the end of the requisite notice period. Upon effectiveness of any change to any of these documents, my continued use of the Services will constitute my consent to such change and my agreement to be bound by the terms of the document as so changed. If I do not agree to any such change, I will immediately stop using the Services and notify BLUE STREAM that I am terminating my Services account.

(d) My acceptance of Services constitutes my acceptance of the terms and conditions contained in this Agreement. In the event that a portion of my Services is terminated or any aspect of it is changed, any remaining service or replacement service will continue to be governed by this Agreement.

2. Payment; Charges

(a) I agree to pay BLUE STREAM for (i) all use of my Services, (ii) installation and applicable service charges, (iii) BLUE STREAM Equipment and (iv) all applicable local, state and federal fees and taxes. Charges for the Services are set forth on a separate price list that I have received. I will be billed monthly in advance for any recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use or as otherwise specified in the price list. BLUE STREAM may change both the fees and the types of charges (e.g., periodic, time-based, use-based) for my Services. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for early termination fees associated with such promotion. BLUE STREAM may from time to time offer discounts and promotions on installation, products and services offered. Terms, qualifications and restrictions will be designated at time of offer.

(b) Charges for installation Services and related equipment available from BLUE STREAM for a standard Services installation are as described in BLUE STREAM's list of charges and any applicable Tariff(s). Non-standard installations, if available, may result in additional charges as described in BLUE STREAM's list of charges. In addition, I agree to pay charges for repair service calls resulting from my misuse of BLUE STREAM Equipment or for failures in equipment not supplied by BLUE STREAM.

(c) If my Services account is past due and BLUE STREAM sends a collector to my premises, a field collection fee may be charged. The current field collection fee is on the price list or can be provided on request. I will also be responsible for all other expenses (including reasonable attorneys' fees and costs) incurred by BLUE STREAM in collecting any amounts due under this Agreement and not timely paid by me.

(d) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed, subject to applicable law, on amounts that are past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees are on the price list or can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. BLUE STREAM reserves the right to change the late fees.

(e) I agree that if my Services account with BLUE STREAM is past due, BLUE STREAM may terminate any of my Services or accounts, including Blue Stream Phone Service, in accordance with applicable law. If I have a credit due to me or a deposit is being held on any account with BLUE STREAM, I agree that the credit or deposit may be used to offset amounts past due on any other account I may have with BLUE STREAM without notice to me. To reconnect any terminated Services, I may be required, in addition to payment of all outstanding balances on all

accounts with BLUE STREAM, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection.

(f) BLUE STREAM may verify my credit standing with credit reporting agencies and require a deposit based on my credit standing or other applicable criteria. BLUE STREAM may require a security deposit or a bank or credit card or account debit authorization from me as a condition of providing or continuing to provide Services. If BLUE STREAM requires a security deposit, the obligations of BLUE STREAM regarding such security deposit will be governed by the terms of the deposit receipt provided by BLUE STREAM to me at the time the deposit is collected. I agree that BLUE STREAM may deduct amounts from my security deposit, bill any bank or credit card submitted by me or utilize any other means of payment available to BLUE STREAM for any past due amounts payable by me to BLUE STREAM, including in respect of damaged or unreturned Equipment.

(g) If I have elected to be billed by credit card, debit card or automatic Electronic Funds Transfer (EFT), I agree that I will automatically be billed each month for any amounts due under this Agreement. If I make payment by check, I authorize BLUE STREAM and its agents to collect this item electronically.

(h) BLUE STREAM may charge fees for all returned checks and account debit, bank card or charge card chargebacks. The current return/chargeback fees are listed in the list of charges on the price list or can be provided on request. BLUE STREAM reserves the right to change return/chargeback fees.

(i) All use of my Services, whether or not authorized by me, will be deemed my use and I will be responsible in all respects for all such use, including for payment of all charges attributable to my account (e.g., for VOD movies, merchandise ordered via Internet, international long distance charges, etc.). BLUE STREAM is entitled to assume that any communications made through my Services or from the location at which I receive the Services are my communications or have been authorized by me. My Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties. I agree that all such charges incurred by me or attributed to my account will be my sole and exclusive responsibility and agree to pay the same when due and shall indemnify and hold harmless the BLUE STREAM Parties for all liability for such charges. I agree that BLUE STREAM is not responsible or liable for the quality of any content, merchandise, products or Services (or the price thereof) made available to me via the Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item.

(j) I acknowledge that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services BLUE STREAM provides and, consequently, uncertainty about what fees, taxes and surcharges are due from BLUE STREAM and/or its customers. Accordingly, I agree that BLUE STREAM has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities and/or to pay and pass them through to me. I further agree to waive any claims I may have regarding BLUE STREAM's collection or remittance of such fees, taxes and surcharges. I

further understand that I may obtain from my local BLUE STREAM customer service office a list of the fees, taxes and surcharges that BLUE STREAM office currently collects or passes through.

(k) I agree that it is my responsibility to report to BLUE STREAM all billing errors within thirty (30) days from receipt of the bill so that service levels and all payments can be verified. If not reported within thirty (30) days, the errors are waived.

3. Installation; Equipment and Cabling

(a) If I am not the owner of the house, apartment or other premises upon which BLUE STREAM Equipment and Software are to be installed, I warrant that I have obtained the consent of the owner of the premises for BLUE STREAM personnel and/or its agents to enter the premises for the purposes described in Section 3(d). I agree to indemnify and hold the BLUE STREAM Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees).

(b) I authorize BLUE STREAM to make any preparations to the premises necessary for the installation, maintenance or removal of BLUE STREAM Equipment. BLUE STREAM shall not be liable for any effects of normal Services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the BLUE STREAM Equipment, except for damage caused by negligence on the part of BLUE STREAM.

(c) The BLUE STREAM Equipment is and at all times shall remain the sole and exclusive personal property of BLUE STREAM and I agree that I do not become an owner of any BLUE STREAM Equipment by virtue of the payments provided for in this Agreement or the Tariff(s) or the attachment of any portion of the BLUE STREAM Equipment to my residence or otherwise. Upon termination of any Services, subject to any applicable laws or regulations, BLUE STREAM may, but shall not be obligated to, retrieve any associated BLUE STREAM Equipment not returned by me as required under Section 3(f) below. BLUE STREAM will not be deemed to have "abandoned" the BLUE STREAM Equipment if it does not retrieve such Equipment.

(d) I agree to provide BLUE STREAM and its authorized agents access to my premises during regular business hours upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, alter or disconnect or remove the BLUE STREAM Equipment, to install Software, to conduct service theft audits or to check for signal leakage. I agree that BLUE STREAM may have reasonable access to easements and BLUE STREAM Equipment located on my grounds.

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

(f) If the Services are terminated, I agree that I have no right to possess or use the BLUE STREAM Equipment related to the terminated Services. As required under Section 4(d), I agree that I must arrange for the return of BLUE STREAM Equipment to BLUE STREAM, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Services. If I do not promptly return the BLUE STREAM Equipment or schedule with BLUE STREAM for its disconnection and removal, BLUE STREAM may enter any premises where the BLUE STREAM Equipment may be located for the purpose of disconnecting and retrieving the BLUE STREAM Equipment. I will pay any expense incurred by BLUE STREAM in any retrieval of the unreturned BLUE STREAM Equipment. BLUE STREAM may charge me a continuing monthly fee until any outstanding BLUE STREAM Equipment is returned, collected by BLUE STREAM or fully paid for by me in accordance with Section 3(g) directly below. The current fee is listed in the list of charges on the price list or can be provided on request.

(g) I agree to pay BLUE STREAM liquidated damages in the amount demanded by BLUE STREAM, but not to exceed that specified in the then- current price list, for the replacement cost of the BLUE STREAM Equipment without any deduction for depreciation, wear and tear or physical condition of such BLUE STREAM Equipment if (i) I tamper with or permit others to tamper with BLUE STREAM Equipment, (ii) the BLUE STREAM Equipment is destroyed, lost or stolen, whether or not due to circumstances beyond my reasonable control and even if I exercised due care to prevent such destruction, loss or theft or (iii) the BLUE STREAM Equipment is damaged (excluding equipment malfunction through no fault of my own) while in my possession, whether or not due to circumstances beyond my reasonable control, and even if I exercised due care to prevent such damage. I agree that these liquidated damages are reasonable in light of the problem of theft of cable Services; the existence of a “black market” in BLUE STREAM Equipment; the ability of third parties to steal Services with unlawfully obtained BLUE STREAM Equipment, causing loss of revenues for installation and service fees; and the difficulty in determining the actual damages that arise from the unauthorized tampering with, loss, destruction or theft of BLUE STREAM Equipment. I agree to return any damaged BLUE STREAM Equipment to BLUE STREAM.

(h) I agree that BLUE STREAM may place equipment and cables on my premises to facilitate the provision of Services to me and to other locations in my area. The license granted under this Section 3(h) will survive the termination of this Agreement until the date that is one year from the date on which I first notify BLUE STREAM in writing that I am revoking such license.

4. Use of Services; BLUE STREAM Equipment and Software

(a) I agree that BLUE STREAM has the right to add to, modify or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). If BLUE STREAM changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services utilizing my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Agreement, the Terms of Use and the Tariff(s). If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified. I agree that

BLUE STREAM shall have the right to add to, modify or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged, during such promotional period.

(b) I agree that the Services I have requested are for reasonable personal, non-commercial use only. I will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services, or any portion thereof. Among other things:

(i) If I receive Video Service, I agree not to use the Services for the redistribution or retransmission of programming or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to transmit or distribute the Video Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose. I acknowledge that programs and other materials that I receive as part of the Video Service remain part of the Video Service even if I record or capture all or a portion of any such program or material in a data file or on a hard drive, DVR or similar device.

(ii) If I receive Blue Stream Phone Service, I agree not to use the Services for telemarketing, call center, medical transcription or facsimile broadcasting Services or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of the Services to make available my Blue Stream Phone Service, or any portion thereof, to (or to provide or permit access by) persons outside the location identified in the Work Order (even if to a limited group of people or to other residences that I own or have the right to use), will constitute an enterprise purpose.

(iii) If I receive High Speed Internet Service (“HSI Service”), I agree not to use the HSI Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the HSI Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit. I agree that, among other things, my use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within my residence, I will limit wireless access to the HSI Service (by establishing and using a secure password or similar means) to the members of my household.

(c) Theft or willful damage, alteration or destruction of BLUE STREAM Equipment or unauthorized reception, theft or diversion of Services or assisting such theft, diversion or unauthorized reception is a breach of this Agreement and potentially punishable under law (including by way of statutory damages, fine and/or imprisonment). Nothing in this Agreement, including, Section 3(g) above, shall prevent BLUE STREAM from enforcing all rights it has with respect to theft or unauthorized tampering of Services or BLUE STREAM Equipment under applicable law.

(d) I will not, nor will I allow others to, open, alter, misuse, tamper with or remove the BLUE STREAM Equipment as and where installed by BLUE STREAM or use it contrary to this

Agreement, the Terms of Use or the Tariff(s). I will not, nor will I allow others to, remove any markings or labels from the BLUE STREAM Equipment indicating BLUE STREAM ownership or serial or identity numbers. I will safeguard the BLUE STREAM Equipment from loss or damage of any kind, including accidents, breakage or house fire and will not permit anyone other than an authorized representative of BLUE STREAM to perform any work on the BLUE STREAM Equipment.

(e) I agree that to the extent any Software is licensed (or sublicensed) to me by BLUE STREAM, such Software is provided for the limited purpose of facilitating my use of the Services as described in this Agreement. I will not engage in, or permit, any additional copying or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. I will return or destroy all Software provided by BLUE STREAM and any related written materials promptly upon termination of the associated Services to me for any reason.

(f) I agree that I will use the Services for lawful purposes only and BLUE STREAM in accordance with this Agreement, the Terms of Use and the Tariff(s).

(g) I agree to be responsible for protecting the confidentiality of my screen names, passwords, personal identification numbers (“PINs”), parental control passwords or codes and any other security measures made available, recommended or required by BLUE STREAM. I also acknowledge that BLUE STREAM’s Services may from time to time include interactive features, the use of which may result in the transmission to, and use by, BLUE STREAM or certain third parties of information that may constitute personally identifiable information (as such term is used in the Federal Communications Act of 1934) about me and for which BLUE STREAM may be required, under the Federal Communications Act of 1934, to obtain my consent. I agree that BLUE STREAM may seek such consents (or indications of my election to “opt in” to certain BLUE STREAM programs) electronically, including through the use of a “click through” screen, and that BLUE STREAM is entitled to assume that any such consent or opt-in election communicated through my Services or from the location at which I receive the Services is my consent or opt-in election or has been authorized by me.

(h) I agree that BLUE STREAM has no liability for the completeness, accuracy or truth of the programs or information it transmits.

5. Equipment Compatibility Notification

Converter Boxes

One of the reasons you subscribed to BLUE STREAM is that we offer many more channels of programming than you are able to receive off-the-air. Some of you may have TV receivers and VCR’s that can tune to all channels we provide. Others have older sets that do not tune to all the cable channels. In this case, BLUE STREAM can rent you a set-top converter or you may choose to buy a converter at a retail outlet.

According to government rules of October 31, 1994, TV's and VCR's sold in the U.S. cannot be called "cable ready" unless they comply with the requirement to properly tune cable channels. Some TV's and VCR's advertised as cable ready before this time are 'not' cable ready by the 1994 standards. In addition, some TV's and VCR's cannot tune all cable channels without some interference. If this is the case with your equipment, call us because you may also need to use a converter.

We offer converters with varying degrees of functions to help you enjoy the latest in technology. For instance, taping one program while watching another, recording two or more consecutive programs that appear on different channels and the use of picture-in-picture may not be possible without one of our converters.

Should you wish to use some of these features notes above, BLUE STREAM will provide you with supplemental equipment. Please contact us regarding your wishes and we will be happy to give you a schedule of charges for such equipment. In addition, you may purchase by-pass switches and additional converters at retail outlets. Please remember, however, that converters with descrambling capability can only be legally obtained from **Blue Stream**.

Remote Controls

The converters used by BLUE STREAM can be operated by hand-held remote control devices. It is possible that the remote control that may have come with your TV or VCR or one purchased at retail may be capable of controlling our converter box as well. In that case, feel free to use it.

6. Special Provisions Regarding Blue Stream Phone Service

(a) I acknowledge that the voice-enabled cable modem (aka – MTA) used to provide the Blue Stream Phone Service is electrically powered and that the Blue Stream Phone Service, including the ability to access 911 Services and home security and medical monitoring Services, may not operate in the event of an electrical power outage or if my broadband cable connection is disrupted or not operating. I acknowledge that, in the event of a power outage in my home, any battery included in my voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that Blue Stream Phone Service will be available in all circumstances. I also acknowledge that, in the event of a loss of power that disrupts my local BLUE STREAM cable system, the battery in my voice-enabled cable modem will not provide back-up service and the Blue Stream Phone Service will not be available.

(b) I agree that BLUE STREAM will not be responsible for any losses or damages arising as a result of the unavailability of the Blue Stream Phone Service, including the inability to reach 911 or other emergency Services or the inability to contact my home security system or remote medical monitoring service provider. I acknowledge that BLUE STREAM does not guarantee that the Blue Stream Phone Service will operate with my home security and/or medical monitoring systems and that I must contact my home security or medical monitoring provider in order to test my system's operation with the Blue Stream Phone Service. I agree that I am

responsible for the cost of any such testing or any fees for configuring my home security or medical monitoring system to work with the Blue Stream Phone Service.

(c) The location and address associated with my Blue Stream Phone Service will be the address identified on the Work Order. I acknowledge that, under Section 4(d) of this Agreement, I am not permitted to move BLUE STREAM Equipment from the location and address in which it has been installed. Furthermore, if I move my voice-enabled cable modem to an address different than that identified on the Work Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Work Order and not the new address.

(d) I acknowledge that the existing telephone wiring inside my home may not support both Blue Stream Phone Service and digital subscriber line (DSL) service. Therefore, if I intend to use Blue Stream Phone Service on all of my phone jacks, I may be required to maintain separate wiring, not provided by BLUE STREAM, within my home specifically for DSL service or to disconnect my DSL service prior to receiving the Blue Stream Phone Service over my existing in-home wiring.

(e) I agree to provide BLUE STREAM and its authorized agents with access to my telephone inside wiring at the Network Interface Device or at some other minimum point of entry in order to provide the Blue Stream Phone Service over my existing in-home wiring.

(f) I acknowledge that the Blue Stream Phone Service may not be compatible with certain data transmission Services, including but not limited to fax transmissions and dial-up Internet access and that I may be required to maintain a separate telephone line, not provided by BLUE STREAM, in order to access such Services.

7. Special Provisions Regarding High Speed Internet (HSI) Service

(a) Definitions of Terms Used in this Section.

(i) “Downstream” means data transferred to your computer from BLUE STREAM’s facilities.

(ii) “Maximum Throughput Rate” means the highest Throughput Rate possible provided by the HSI service. Maximum Throughput Rates will vary depending upon what level of HSI Service is purchased. Maximum Throughput Rate may be achieved in bursts, but generally will not be sustained on a consistent basis due to the nature of the Internet, TCP/IP and BLUE STREAM’s facilities.

(iii) “Network Management Tools” means tools and techniques as BLUE STREAM determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers and ensure compliance with the Acceptable Use Policy.

(iv) “Throughput Rate” means the amount of data that can be transferred between your location and the BLUE STREAM’s facilities serving your location over a given amount of time. Throughput Rates described in all BLUE STREAM materials, including marketing materials,

price lists and Terms of Use refer to Maximum Throughput Rates. Actual Throughput Rates will vary based on numerous factors, such as the condition of wiring at your location, computer configurations, Internet and BLUE STREAM network congestion, the time of day at which the HSI Service is used and the website servers you access, among other factors. Additionally Throughput Rate may be affected by Network Management Tools.

(v) “Upstream” means data transferred from your computer to BLUE STREAM’s facilities.

(b) Description of HSI Service. I acknowledge that each tier or level of the HSI Service has limits on the Maximum Throughput Rate at which I may send and receive data at any time, as set forth in the price list or Terms of Use. I understand that the actual Throughput Rate I may experience at any time will vary based on numerous factors, such as the condition of wiring at your location, computer configurations, Internet and BLUE STREAM network congestion, the time of day at which the HSI Service is used, and the website servers you access, among other factors. Additionally Throughput Rate may be affected by Network Management Tools, the prioritization of BLUE STREAM commercial subscriber traffic and network control information and necessary bandwidth overhead used for protocol and network information. I agree that BLUE STREAM may change the Maximum Throughput Rate of any tier by amending the price list or Terms of Use. My continued use of the HSI Service following such a change will constitute my acceptance of any new Throughput Rate. I also agree that BLUE STREAM may use technical means, including but not limited to suspending or reducing the Throughput Rate of my HSI Service, to ensure compliance with its Terms of Use and to ensure that its service operates efficiently. I further agree that BLUE STREAM has the right to monitor my usage patterns to facilitate the provision of the HSI Service and to ensure my compliance with the Terms of Use and to efficiently manage its network and the provision of services. BLUE STREAM may take such steps as it determines appropriate in the event my usage of the HSI Service does not comply with the Terms of Use. I understand that Maximum Throughput Rate and uninterrupted use of HSI service is not guaranteed. I further acknowledge that HSI Service does not include other services managed by BLUE STREAM and delivered over BLUE STREAM’s shared infrastructure, including Video Service and Blue Stream Phone Service.

BLUE STREAM DOES NOT WARRANT OR REPRESENT THAT HSI SERVICE OR EQUIPMENT PROVIDED BY BLUE STREAM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

I may rent a cable modem from BLUE STREAM or may purchase a DOCSIS-compliant, BLUE STREAM-approved cable modem from a third party provider. BLUE STREAM reserves the right to provide Services only to users with BLUE STREAM-approved DOCSIS-compliant modems. Modems not BLUE STREAM-approved may not function as intended and may not receive BLUE STREAM advertised Services. You are strongly urged to check with local BLUE STREAM Customer Support for the most current BLUE STREAM-approved cable modem list.

(c) Republication.

(i) I acknowledge that material posted or transmitted through the HSI Service may be copied, republished or distributed by third parties and that the BLUE STREAM Parties will not be responsible for any harm resulting from such actions.

(ii) I grant to BLUE STREAM, and I represent, warrant and covenant that I have all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display in any media all material posted on the public areas of the HSI Service via my account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the HSI Service.

(iii) I agree that unsolicited email or “spam” is a nuisance and that BLUE STREAM is entitled to establish limits on the volume of email that I send. Such volume limits may be set by reference to a number of emails per day, week, month or year.

(d) Unfiltered Internet Access. I acknowledge that the HSI Service provides a connection to the Internet that may be unfiltered and that the BLUE STREAM Parties neither control nor assume responsibility for any content on the Internet or content that is posted by a subscriber. Although BLUE STREAM may make available certain parental control features, I acknowledge that such parental control features may not be entirely effective or fool-proof and that, notwithstanding such features, I or members of my household may be exposed to unfiltered content.

e) Use HSI Service. I agree that BLUE STREAM has the right, but not the obligation, to edit, refuse to post or transmit, request removal of or remove or block any material transmitted through, submitted to or posted on the HSI Service, if it determines in its sole discretion that the material is unacceptable or violates the terms of this Agreement or any other Terms of Use. Such material might include personal home pages and links to other sites. In addition, I agree that, under such circumstances, BLUE STREAM may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that BLUE STREAM may suspend or cancel my account for exceeding any BLUE STREAM listed monthly limits for data transfer, using all or part of the HSI Service to post content to the Internet or to engage in “peer to peer” file exchanges or other forms of file exchanges that violate this Agreement or the Terms of Use.

(f) Computer Requirements. I agree that each Computer will need to meet certain minimum hardware and software requirements that will be specified for the HSI Service and that such requirements may be changed from time to time by BLUE STREAM.

8. Support; Service and Repairs

(a) My Services include the right to request reasonable service and maintenance calls to check and correct problems with the Services. I understand that someone 18 years of age or older must be at home for installation or in-home technician visits for upgrade or service repair. BLUE STREAM will, at its own expense, repair damage to or, at BLUE STREAM’s option, replace

BLUE STREAM Equipment and otherwise attempt to correct interruptions of the Services, due to reasonable BLUE STREAM Equipment wear and tear or technical malfunction of the system or network operated by BLUE STREAM. The Subscriber Materials contain details on contacting BLUE STREAM for this support.

(b) I agree that I am responsible for all wiring, equipment and related software installed in my residence that is not BLUE STREAM Equipment or BLUE STREAM-licensed Software and BLUE STREAM will have no obligation to install, connect, support, maintain, repair or replace any Computer, television, telephone or telephone answering device, audio-visual recording or playback device (e.g., VCR, DVR, DVD), audio equipment, any software or any cable modem, cabling or other equipment (other than BLUE STREAM Equipment or BLUE STREAM-licensed Software). BLUE STREAM will not support, repair, replace or maintain any Network Interface Card, regardless of whether provided and installed by BLUE STREAM.

(c) I agree that BLUE STREAM has no responsibility for the operation of any equipment, software or service other than the Services, the BLUE STREAM Equipment and the BLUE STREAM-licensed Software. For instance, I acknowledge that certain commercially available televisions, converter boxes and recording devices, which may be identified by their manufacturers as “cable ready” or “digital cable ready,” may not be able to receive or utilize all available Services without the addition of a BLUE STREAM converter box or other BLUE STREAM Equipment for which a fee may be charged. If I receive HSI Service, BLUE STREAM has no responsibility to support, maintain or repair any equipment, software or service that I elect to use in connection with the HSI Service.

(d) If BLUE STREAM determines that non-BLUE STREAM cabling or equipment connecting my residence to BLUE STREAM Equipment installed on the side of or adjacent to my residence (i.e., at a ground block) is the cause of a service problem, I agree that BLUE STREAM may charge me to resolve such service problem. I may subscribe to a BLUE STREAM inside wire maintenance/protection plan that covers service related calls regarding the wiring within my residence. If any other support Services are available from BLUE STREAM, such Services will be at additional charges as described in BLUE STREAM’s price list.

(e) BLUE STREAM will be on time for your cable installation or service calls; however, if we miss a scheduled appointment for installation or service due to the fault of BLUE STREAM for which a fee was to be charged, the installation or service call will be done free of charge. If we miss a scheduled appointment due to the fault of BLUE STREAM for which no fee was to be charged, the customer is entitled to credit, pursuant to applicable regulations. Contact BLUE STREAM for specific credit information.

9. Service Interruptions; Force Majeure

(a) I agree that BLUE STREAM has no liability for delays in or interruption to my Services, except that if for reasons within BLUE STREAM’s reasonable control, (i) service on all cable video channels is interrupted or substantially impaired for three (3) hours or more during any twenty-four (24) hour period; or if the loss of service or impairment is for twenty-four (24) hours or longer, (ii) there is a complete failure of the HSI Service or (iii) there is a complete failure of

the Blue Stream Phone Service, BLUE STREAM will give me a prorated credit for the period of such interruption or failure if I request one within thirty (30) days of the interruption or failure. Notwithstanding the above, BLUE STREAM will issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within thirty (30) days of the interruption or failure. BLUE STREAM will not credit a customer for any loss of Services or impairment caused by the customer's owned equipment. In no event shall BLUE STREAM be required to credit me an amount in excess of applicable service fees. BLUE STREAM will make any such credit on the next practicable bill for my Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of my Services. In such event, the relevant law or regulation will control.

(b) I acknowledge that BLUE STREAM may conduct maintenance from time to time that may result in interruptions of my Services.

(c) The BLUE STREAM Parties shall have no liability, except as set forth in Section 8(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, customer owned equipment, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.

10. Review and Enforcement

(a) BLUE STREAM may suspend or terminate all or a portion of my Services without prior notification if BLUE STREAM determines in its discretion that I have violated this Agreement, any of the Terms of Use or any Tariff(s), even if the violation was a one-time event. If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due to BLUE STREAM.

(b) If I receive HSI Service, I acknowledge that BLUE STREAM has the right, but not the obligation, to review content on public areas of the HSI Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.

(c) I agree that BLUE STREAM shall have the right to take any action that BLUE STREAM deems appropriate to protect the Services, BLUE STREAM's facilities or BLUE STREAM Equipment.

11. Termination of Service

(a) Either BLUE STREAM or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law.

(b) If I am moving or wish to terminate all or any portion of my Services for any reason, I will notify BLUE STREAM by phone or by mail as instructed in the Subscriber Materials in order to set up a disconnect appointment and provide BLUE STREAM with access to my premises to disconnect the relevant Services and recover the BLUE STREAM Equipment specified on the

Work Order on a DATE PRIOR TO the last day of residency. This requirement also applies if I am receiving a period of free or discounted Services. In other words, at the end of the free or discounted period, BLUE STREAM is entitled to begin billing me for the usual charges associated with the relevant Services unless I take the appropriate steps to terminate the Services as described in this Paragraph.

(c) I cannot terminate my Services by writing "Cancelled" (or any other messages) on my bill or check or by making a disconnect appointment that does not result in BLUE STREAM's physical recovery of the BLUE STREAM Equipment. In addition, I agree that any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by BLUE STREAM shall have no legal effect.

12. Disclaimer of Warranty; Limitation of Liability

(a) I AGREE THAT THE SERVICES ARE PROVIDED BY BLUE STREAM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT 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. BLUE STREAM MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE BLUE STREAM EQUIPMENT WILL OPERATE AS INTENDED. IN PARTICULAR, I AGREE THAT MY USE OF THE HSI SERVICE (INCLUDING THE CONTENT, INFORMATION, SERVICES, EQUIPMENT AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO ME AND THE DOWNLOADING OF COMPUTER FILES) IS AT MY SOLE RISK. I FURTHER AGREE THAT BLUE STREAM IS NOT RESPONSIBLE FOR THE RECORDING OF OR FAILURE TO RECORD ANY PROGRAM OR PORTION THEREOF, OR FOR THE CONTENT OF ANY PROGRAM OR CONTENT ON MY DVR, WITHOUT LIMITING THE FOREGOING:

(i) ANY AND ALL PRODUCTS AND SERVICES PROVIDED BY BLUE STREAM AND/OR ANY LONG DISTANCE PROVIDER TO ME THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS AGREEMENT AND THE BLUE STREAM PARTIES HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH PRODUCTS OR SERVICES; AND

(ii) NONE OF THE BLUE STREAM PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF MY COMMUNICATIONS VIA BLUE STREAM'S FACILITIES OR THE SERVICES (WHETHER SUCH COMMUNICATIONS ARE DIRECTED WITHIN THE SERVICES, OR OUTSIDE THE SERVICE TO OR THROUGH THE INTERNET), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED BLUE STREAMESS TO OR MONITOR MY COMPUTERS(S) OR ONLINE (INCLUDING VOICE) COMMUNICATIONS. I AGREE THAT NONE OF THE BLUE STREAM PARTIES WILL

BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. I HAVE THE SOLE RESPONSIBILITY TO SECURE MY COMPUTER AND ONLINE (INCLUDING VOICE) COMMUNICATIONS.

(b) I ACKNOWLEDGE THAT BLUE STREAM'S OR MY INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, BLUE STREAM EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO MY COMPUTER(S), TELEPHONES AND TELEPHONE ANSWERING DEVICES, TELEVISIONS, RECORDING AND PLAYBACK DEVICES, AUDIO EQUIPMENT OR ANY CABLE MODEM, CABLING OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. I SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE BLUE STREAM PARTIES OR THEIR VENDORS, LICENSEES OR PROGRAMMERS, SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9(a) AND 8(a) RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY BLUE STREAM PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE USE OF OR INABILITY TO USE EMERGENCY 911 SERVICES, OR FOR ANY ACTION TAKEN BY BLUE STREAM TO PROTECT THE SERVICES OR THE BREACH BY BLUE STREAM OF ANY WARRANTY.

(d) I AGREE THAT THE PROVISIONS OF THIS SECTION 12 SHALL APPLY TO ALL CONTENT OR SERVICES INCLUDED IN, OR BLUE STREAM ACCESSIBLE THROUGH, THE SERVICES, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE BLUE STREAM PARTIES.

13. Privacy

(a) My privacy interests, including my ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice delivered to me by BLUE STREAM. I acknowledge receipt of the Subscriber Privacy Notice, which is deemed to form a part of this Agreement, and expressly consent to the collection, use and disclosure of personally identifiable and other information as described in the Subscriber Privacy Notice, as it may be amended from time to time.

(b) I agree that, in addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, BLUE STREAM shall have the right (except where prohibited by law notwithstanding my consent), but not the obligation, to disclose any information to protect their respective rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. I consent to such actions or disclosures.

(c) If I am a Blue Stream Phone customer, I consent to BLUE STREAM's disclosure of my name, address and/or telephone number to the general public in connection with Caller ID functions, telephone directories, and 411 and 911 Services. I also consent to BLUE STREAM's disclosure of personally identifiable information to the telephone companies serving those end users to whom I make calls so that the calls can be completed. If I wish to have BLUE STREAM remove this information from one or more of these Services, I understand that I may notify BLUE STREAM to do so, subject to any applicable fees.

BLUE STREAM considers the privacy of our subscribers to be very important and we keep the non- public personal information about our subscribers secure and confidential.

14. Blue Stream Privacy Notice

We at BLUE STREAM ("we," "us" or "our") are providing this Notice to inform you of our practices regarding personally identifiable information that may be collected in the course of providing services to you over BLUE STREAM's cable system, including video programming services, High Speed Data (HSI) and Blue Stream Phone services ("cable- based services"). This Notice is being provided in accordance with the Cable Communications Policy Act of 1984 (the "Cable Act").

This Notice pertains to personally identifiable information about you that you have furnished to BLUE STREAM, or that BLUE STREAM has collected, in connection with the provision of cable-based services to you. Personally identifiable information does not include aggregate data that does not identify you.

The Cable Act's subscriber privacy provisions apply to cable operators, as defined in the privacy provisions of the Cable Act ("Cable Operators"), providing cable and other services over their systems.

The following areas are covered by this Notice:

1. The nature of personally identifiable information collected about you and the way such information is used;
2. The nature, frequency, and purpose of any disclosure that may be made of such information;
3. Disclosure of information to governmental entities and through legal process;
4. The period of time such information will be maintained;
5. The times and place you may have access to the information collected; and
6. Your rights under the Cable Act.

1. Collection and Use of Personally Identifiable Information

In order that BLUE STREAM can provide Services to you and operate efficiently, we collect the following types of information about you that may constitute personally identifiable information: your name, home, email and work address, telephone numbers, social security number and credit and credit card information. Depending on the Services BLUE STREAM provides to you, our records also may include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable or that are cable ready, the location of these television sets in your home, the number and location of PCs in your home and your PC configuration, the service options you have chosen, and the number of converters, cable modems or other cable equipment installed in your home. We may remotely check your PC to the extent necessary to determine whether it is susceptible to unauthorized access or the dissemination of computer viruses. We may also keep records of research concerning subscriber satisfaction with our Services, which are obtained from subscriber interviews and questionnaires. Additionally, BLUE STREAM may have a record of whether you rent or own your home in the event that landlord permission is required prior to installing our cable facilities. We also maintain subscriber correspondence (via e-mail or otherwise) and, may sometimes obtain from third parties publicly available information about our subscribers.

The information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about BLUE STREAM's Services; to maintain or improve the quality of our services; to answer questions from subscribers (i.e., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market cable or other services or products that you may be interested in; and for tax and accounting purposes.

BLUE STREAM's system, in delivering and routing the Services, may automatically log information concerning Internet addresses you contact, and the duration of your visits to such addresses. BLUE STREAM does not use or disclose any personally identifiable information that may be derived from these logs for marketing, advertising or similar purposes. BLUE STREAM, as described above, also has access to personally identifiable information about you, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. You have consented, in your Subscription Agreement, to the collection of personally identifiable information as described in this Paragraph.

Under the Cable Act, a cable operator may also collect personally identifiable information over a cable system without subscribers' consent if it is necessary to provide services to subscribers, or to prevent unauthorized access to services or subscriber data.

2. Disclosure of Personally Identifiable Information

Personally identifiable information that BLUE STREAM maintains related to its subscribers will be disclosed by BLUE STREAM without the prior written or electronic consent of subscribers only if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) for mailing lists as described below.

The types of persons to whom information about you may be disclosed by BLUE STREAM in the course of providing cable service to you include the employees of BLUE STREAM and its related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to BLUE STREAM when they have a legal right to inspect our books and records.

Information for billing purposes is generally provided by BLUE STREAM on a monthly basis. Information for other purposes is provided by BLUE STREAM as it is needed.

Unless you object, the Cable Act also permits cable operators to disclose personally identifiable information to others, such as advertisers and direct mail or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for purposes other than as described in the first three paragraphs of this Section 2 and in Section 3 of this Notice is limited to the following “mailing list information”: your name, address and the particular services to which you subscribe (e.g., HBO or other premium channels or tiers of service). In addition, BLUE STREAM may add to its mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service, or the nature of any transaction you make over the cable system. BLUE STREAM may disclose such mailing list information from time to time. If you wish to have us remove you from our mailing list, please notify us in writing.

3. Disclosure of Information to Government Entities and Other Legal Process

Federal law requires BLUE STREAM to disclose personally identifiable information to a governmental entity or other third party pursuant to a court order. If the court order is sought by a governmental entity, the Cable Act requires that you be afforded the opportunity to contest in court any claims made in support of the court order sought. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support. Such information may be obtained without a court order and does not require that a subscriber be given notice of and the opportunity to contest the disclosure.

In your Subscription Agreement, you have agreed that BLUE STREAM may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. Time Period That We Retain Personally Identifiable Information

BLUE STREAM maintains personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and

up to an additional fifteen (15) years so that we can comply with tax and accounting requirements. When information is no longer necessary for these purposes, we destroy the information unless there is a legitimate outstanding request or order to inspect the information.

5. Access to Records

Under the Cable Act, you have the right to inspect the records of a cable operator that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect these records, please notify BLUE STREAM in writing and an appointment at our local business office will be arranged during our regular business hours.

6. Your Rights Under the Cable Act

The Cable Act provides you with a cause of action for damages, attorneys' fees and costs in federal district court should you believe that any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by a Cable Operator. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any claims that you have under the Cable Act will be decided in arbitration and attorneys' fees and punitive damages will not be available.

15. Customer Proprietary Network Information (CPNI) Policy

The information that BLUE STREAM has (1) relating to the quantity, technical configuration, type, destination, location, and amount of your use of telephone service and / or (2) contained on your telephone bill concerning the telephone services that you receive is subject to additional privacy protections. That information, when matched to your name, address and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill – the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. (CPNI does not include your name, address, and telephone number, because that information is protected by the general privacy policy described above). As a subscriber to our telephone services, You have the right, and BLUE STREAM has a duty, under federal law to protect the confidentiality of CPNI. BLUE STREAM offers many communications-related services, such as, for example, Blue Stream high speed Internet services. From time to time, we would like to use the CPNI information we have on file to provide you with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to your specific needs. We would like your approval so that we and our agents may use this CPNI to let you know about communications-related services other than those to which you currently subscribe that we believe may be of interest to you. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN THIRTY (30) DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE

OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT (We will also honor any restrictions applied by state law, to the extent applicable.) BLUE STREAM also offers various other services that are not related to the Services to which you subscribe. Under CPNI rules, some of those services, such as BLUE STREAM video services, are considered to be non-communications related services. Occasionally, you may be asked during a telephone call with one of our representatives for your oral consent to BLUE STREAM's use of your CPNI for the purpose of providing you with an offer for products or services not related to the telephone services to which you subscribe. If you provide your oral consent for BLUE STREAM to do so, BLUE STREAM may use your CPNI for the duration of such telephone call in order to offer you additional services. Any action that you take to deny or restrict approval to use your CPNI will not affect our provision to you, now or in the future, of any service to which you subscribe. You may disregard this notice if you previously contacted us in response to a CPNI Notification and denied use of your CPNI for the purposes described above. Any denial of approval for use of your CPNI outside of the service to which you already subscribe is valid until such time as your telephone services are discontinued or you affirmatively revoke or limit such approval or denial.

16. Consent to Phone and Email Contact

(a) I consent to BLUE STREAM calling the phone numbers I supply to it for any purpose, including the marketing of its current and future Services. I agree that these phone calls may be made using any method, including an automatic dialing system or an artificial or recorded voice. Upon my request, the phone numbers I have previously provided will be removed from BLUE STREAM's phone marketing list. I can make this request by calling or writing my local BLUE STREAM office and asking to be placed on BLUE STREAM's Do Not Call List.

(b) I acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove me from BLUE STREAM's phone marketing list.

(c) I consent to BLUE STREAM emailing me, at any email address, including that of a wireless or mobile device, that I provide to BLUE STREAM (or that BLUE STREAM issues to me in connection with the HSI Service), for any purpose, including the marketing of BLUE STREAM's current and future Services. If my wireless or mobile provider charges me for receipt of such messages, I acknowledge and agree that I am responsible for paying such charges. I may revoke this authorization insofar as it relates to marketing messages at any time by calling or writing my local BLUE STREAM office.

17. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, except to the extent superseded by federal law.

18. Definitions

- (a) "Agreement" means this Services Subscription Agreement, as it may be amended from time to time by BLUE STREAM.
- (b) "Computer" means the personal computer(s) located at my residence that will be used to access the HSI Service, as specified on the accompanying Work Order.
- (c) "Blue Stream Phone Service" means the BLUE STREAM phone service that provides users with the ability to send and receive local and/or long distance calls and to access additional related features and functions through BLUE STREAM's cable systems.
- (d) "DVR" means a set-top box or other device enabled with a digital video recorder that is provided to me by BLUE STREAM.
- (e) "HSI Service" and "High Speed Data Service" mean the online content, features, functions and Services (which may include Internet access), as provided over BLUE STREAM's cable systems.
- (f) "including" or "include" shall mean inclusion, without limitation.
- (g) "Me," "My" and "I" mean the account holder identified on the Work Order who is authorized by BLUE STREAM to access and use the Services.
- (h) "Services" means any and all Services provided to me by BLUE STREAM, which may include Video Service, High Speed Internet Service, Blue Stream Phone Service and Equipment based Services such as digital video recorder Services.
- (i) "Software" means the computer software, if any, licensed by BLUE STREAM to me to facilitate installation or use of my HSI service or any other Services. Software also refers to any executable code that may be included in, downloaded to, or utilized by, any BLUE STREAM Equipment.
- (j) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by BLUE STREAM or any third party regarding use of the Services.
- (k) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 13, as it may be amended from time to time by BLUE STREAM.
- (l) "Tariff(s)" means the materials describing the terms upon which BLUE STREAM offers Blue Stream Phone Service, which have been filed at the Public Service Commission or comparable state agency serving the jurisdiction in which I live.
- (m) "Terms of Use" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by BLUE STREAM regarding permissible or impermissible uses of or activities related to, the HSI Service.

(n) “BLUE STREAM” means Blue Stream – the cable operator that is providing the Services over its cable system or any cable operator to whom BLUE STREAM assigns this Agreement.

(o) “BLUE STREAM Equipment” means any equipment provided by BLUE STREAM to me including, but not limited to, wire, cable, cable conduit, splitters, junction boxes, converter boxes (also known as “set top” boxes), decoders, CableCARD™, terminals, cable modems, voice-enabled cable modems (MTA’s), remote control units, and any other equipment or materials provided to me by BLUE STREAM for use in connection with the receipt of Services. BLUE STREAM Equipment does not include any Network Interface Card (“NIC”) installed in my Computer.

(p) “BLUE STREAM Parties” means BLUE STREAM and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.

(q) “Video Service” means video and/or audio programming Services such as limited basic, expanded basic, digital and premium Services, Services provided on a per-channel or per-program basis, pay-per-play, pay-per-view or VOD.

(r) “VOD” means video on demand.

(s) “Work Order” means the Blue Stream work order provided to me in connection with the installation or commencement of my Service(s).

19. Indemnification

I agree to defend, indemnify and hold harmless the BLUE STREAM Parties from and against any and all claims and expenses, including reasonable attorneys’ fees, arising out of or related in any way to my use of the Services or otherwise arising out of the use of my account or any equipment or facilities in connection therewith, or my use of any other BLUE STREAM products or Services.

20. Term

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

21. Interpretation; Severability

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

22. Consent to Electronic Notice

I agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by BLUE STREAM by such means as BLUE STREAM shall determine in its discretion. Without limiting the foregoing, I agree that BLUE STREAM may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to this Agreement, the Terms of Use, the Tariff(s) or the Privacy Notice, by electronic means (for example, email or online posting). An online version of this Agreement, the Terms of Use, the Subscriber Privacy Notice and any applicable Tariff(s), as so changed from time to time, will be accessible at MyBlueStream.com or another online location designated by BLUE STREAM, or can be obtained by calling my local BLUE STREAM office.

23. Waiver

I agree that failure by BLUE STREAM to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

24. Assignment

I understand that my Services are being provided only to the location identified on my Work Order and that I am not allowed to transfer all or any portion of the Services or BLUE STREAM's Equipment to any other person, entity or location, including a new residence. I agree that I may not assign or transfer this Agreement. BLUE STREAM may transfer or assign any portion or all of this Agreement at any time without notice to me, and I waive any such notice which may be required.

25. Effect of Applicable Law; Reservation of Rights

This Agreement, the Work Order and the Terms of Use are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which I receive my Services. If any provision of this Agreement, the Work Order or the Terms of Use contravene or are in conflict with any such law or regulation, or if I am entitled to more favorable rights under any such law or regulation than are set forth in any provision in this Agreement, the Work Order or the Terms of Use, then the terms of such law or regulation, or the rights to which I am entitled under such law or regulation, shall take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use. If the relevant law or regulation applies to some but not all of my Service(s), then such law or regulation will take priority over the relevant provision of this Agreement, the Work Order or the Terms of Use only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by me or BLUE STREAM of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or Equipment.

26. Parental Control Device

I acknowledge that I have been advised of the availability of BLUE STREAM's parental control device which can filter or block certain programming. Additional information about the device is available at the BLUE STREAM contact number in the Subscriber Materials.

27. Subscribers with Disabilities

Please call BLUE STREAM with specific questions on specialized equipment for disabled customers. All of our home equipment can be used by anyone able to operate a television or computer. BLUE STREAM's offices are equipped for and are accessible to the disabled.

28. Customer Complaint Procedures

If you have a complaint regarding your services or your bill, please contact our customer service office at (954)753-0100 or you can visit either of our walk in service locations listed below and we will promptly try to resolve your complaint. If are dissatisfied with our resolution of your complaint, or we are unable to resolve your complaint, you may contact the franchising authority for the area where you reside.

City of Weston residents may contact:

City of Weston

17200 Royal Palm Boulevard

Weston, FL 33326

(954) 385-2000

City of Coral Springs residents may contact:

Citizens Service Office of the City Manager

9551 West Sample Road

Coral Springs, FL 33065

(954) 344-1001

