

Powerhouse Internet Subscriber Agreement

This Internet Subscriber Agreement together with the exhibits and materials referenced herein ("Agreement") is between Cameron and the end user of the Cameron service(s) and equipment described below ("you" or "Customer"). Cameron's provision of Service, Equipment and/or Software to you, and your receipt and use thereof, is subject to all provisions of this Agreement. Please review the Agreement carefully, it governs your use and Cameron's provision of the Service, Software, and Equipment.

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE AND/OR EQUIPMENT, FAILING TO RETURN THE EQUIPMENT AND CANCEL SERVICE WITHIN 30 DAYS AFTER ORDERING SERVICE OR EQUIPMENT, OR INSTALLING THE EQUIPMENT YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, EVEN IF YOU CHOOSE NOT TO READ IT. FURTHER, YOU AFFIRM THAT YOU UNDERSTAND AND AGREE TO THE PRICES, CHARGES, AND OTHER TERMS AND CONDITIONS QUOTED TO YOU DURING THE ORDERING PROCESS, PROVIDED TO YOU IN PRODUCT INFORMATION AND OTHER DOCUMENTATION ASSOCIATED WITH YOUR OFFER, AND ON <http://www.camtel.com/productinfo>, ALL OF WHICH ARE INCORPORATED BY REFERENCE, AND YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND ARE BOUND BY IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT (INCLUDING FUTURE REVISIONS), DO NOT USE THE SERVICE OR EQUIPMENT, CALL CAMERON AT (800) 737-3900 TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO CAMERON.

Cameron may change this Agreement, the pricing, and the Product Information, at any time, and from time to time upon reasonable notice to Customer. If any such change(s) is (are) unacceptable to the Customer, the Customer may terminate this Agreement by prompt written notice to Cameron. The Customer's use of the Services following publication of such change(s) will be conclusively deemed as the Customer's acceptance of and agreement to such changes on a prospective basis.

1. Definitions.

"AUP" means the Cameron Acceptable Use Policy posted at <http://www.camtel.com/legal/aup>, including all future revisions.

"Cameron" means Cameron Communications, L.L.C. or its subsidiary, LBH, L.L.C., depending on the location where you receive the Service, Software and/or Equipment.

"Equipment" means Cameron-provided modem(s) and equipment to enable use of the Service, which may include without limitation Media Converter(s) and Ethernet Switch(es).

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike or unrest; sabotage; cable cuts; acts of terror; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from Cameron's failure to timely place orders therefore; lack of or delay in transportation; government codes, laws, regulations, ordinances, rules, or restrictions; war or civil disorder; or failures of suppliers of goods and services.

"Late Charge" is the portion of the payment not received by or immediately available to Cameron by the due date multiplied by the highest lawful amount for commercial transactions in the state in which you receive Service, Equipment, and/or Software.

"MRC's" means monthly recurring charges.

"NRC's" means non-recurring, onetime charges.

"Product Information" means information about the Service and Equipment that may be provided in product literature, user manuals, brochures, welcome material, and on <http://www.camtel.com/productinfo>.

"Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

"Service" means Internet access service provided by Cameron, which may also be referred to as Cameron Internet Service or Cameron Powerhouse Internet Service, and related Cameron installation, repair, support and provisioning.

"Taxes" means foreign, federal, state and local taxes, surcharges, other similar charges, and any other imposition that may be passed on by Cameron to Customer.

2. Service Description. Cameron agrees to provide, and you agree to purchase the Service. Further details regarding the Service may be provided in Product Information and on <http://www.camtel.com/productinfo> and are incorporated herein by reference.

(a) Cameron will provide Internet service that runs over the same line as your Cameron wireline telephone line (except for stand-alone service, where offered by Cameron and available). If you do not have a Cameron wireline telephone line, Cameron will provide stand-alone Service that runs over a physical connection to your location, provided that such stand-alone Service is offered by Cameron in your area and available. You must specify a Cameron telephone number to use with the Service (unless Cameron is providing stand-alone Service to you). Cameron may terminate your Service or charge you for stand-alone Service, where offered by Cameron and available, if you change your Cameron local telephone service to another company, or move your Cameron local telephone service to a wireless service provider.

(b) Availability. Cameron Internet service (including stand-alone Service) may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process. Service speeds are "up to" and Cameron will provision your line at the maximum speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options; provided that you will be charged a speed change charge for any speed change. Availability of service depends on availability and limits of Cameron wire centers and facilities. Service will not be provided using unsuitable facilities or if provision of Service creates interference with other services. Service is offered only to location(s) qualified by Cameron line qualification procedures. Some lines may not qualify for the Service even if initial tests qualified such lines. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at your location, your service location, phone line qualifications, computer performance/configuration, and network/Internet congestion. Service is provided on a per-line basis, and the actual throughput and connection speed of your Service depends on a number of factors such as Internet traffic and congestion or bandwidth, distance of your home from a Cameron central office, viruses or spy ware, server speed of the Web sites you connect to, traffic and congestion on your home network or corporate LAN, and Windows PC settings, in addition to the factors listed above. Uninterrupted or error free Service is not guaranteed and Cameron may limit speeds.

(c) Moves. If you move to another location (including a move within the same building) you are not guaranteed to have Service at the new location. Your line must be re-qualified for Service at any new location and MRCs and NRCs applicable to new Service will apply.

(d) Cameron Facilities. Certain Cameron facilities and equipment used to provide you Internet service may be located on your premises. These facilities and equipment are the property of Cameron and must be installed, relocated, rearranged, tested, inspected, and maintained only by Cameron. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the Cameron facilities or equipment unless authorized by Cameron. Any unauthorized attachments or connections may be removed or disconnected by Cameron and your Service may be suspended or terminated as a result. You agree to provide Cameron access to your premises at reasonable hours if necessary to terminate or cancel Service or to maintain or remove the facilities and/or equipment. Cameron is not liable for defacement or damage to your premises resulting from the existence of Cameron facilities or equipment and associated wiring, or from the installation or removal thereof, when such defacement or damage is not the result of Cameron negligence. You may be required to provide, install, and maintain, at your expense, certain items to receive Internet service, if such items are not already in place. These items may include without limitation suitable commercial power, power wiring and outlets, housing, heat, light, and ventilation for the operation of telephone facilities, and conduit and/or trench (for purpose of providing a raceway for entrance facilities into multi-unit housing complexes, commercial properties or business developments).

(e) Account Usage and Password. You will receive a user name and password upon completing the registration process. You are responsible for maintaining the confidentiality of the user name and password, and are fully responsible for all activities that occur under your user name or password including payment for all such activities. You agree: (A) that only you and your authorized designees will use your user name and password and that you will not transfer or disclose either your user name or password to any other person, (B) to immediately notify Cameron of any unauthorized use of your user name or password or any other breach of security, and (C) to ensure that you exit from your account at the end of each session. "Authorized designees" means members of your family or business associates that you, at your own risk and responsibility, permit to access the Internet access service using your user name and password. You must ensure that any such authorized designees will comply with this Agreement and you will be responsible for all use of the Internet access service and any other services accessed through the Internet access services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Internet access service may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Internet access service through your account. Cameron will not be liable for any loss or damage arising from your failure to comply with this Section. CAMERON RECOMMENDS USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

(f) E-mail Storage Space and Other Limitations. Your mailbox storage space, the size of outgoing and incoming e-mail, and the number of mailboxes available to you are limited. Limits are based on your Service type and are listed at <http://www.camtel.com/services> . When a mailbox reaches its limit, you will not be able to receive or send e-mail. Additionally, e-mail that exceeds the size limit will not be delivered, and you will receive a notice that the email was too large. Cameron e-mail accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio, and video files. Additional User IDS provided for e-mail boxes are not intended for use as dial-up connections. Any usage associated with additional email box User IDS will be charged the per-hour rate associated with usage above the monthly allotment for dial-in access (where available).

(g) Cameron is not responsible for any toll, long-distance or other charges in the event access to the Internet access service is not provided via a local telephone number. You will pay for any long distance, toll, or other charges you incur and you are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges.

(h) The Internet access service is also subject to "idle time-outs" whereby a session for a dial-up account is disconnected because it has been idle for a specified period of time (activity does not include any data generated by an automatic re-dialer, script or other program that runs on the user's computer system for the purpose of avoiding inactivity disconnects).

(i) Web Hosting Service. Some Cameron customers may be eligible to receive a Web hosting package, described more fully at <http://www.camtel.com/services/webhosting> . Additional charges may apply. If you are an eligible Web hosting customer, Cameron will provide the Services described for the package you select, including space on a shared Web server for your Web site, as well as assistance with domain name registrations. If you use the Web hosting feature of the Services, this section also applies to your use of the Services.

(1) Customer Responsibilities. You acknowledge and agree that:

(i) the use of your Web site and any content, information, and all other aspects of your Web site will comply with the AUP and any applicable laws and will not violate any rights of another;

(ii) you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your Web site; and

(iii) Cameron has no interest in, nor control over, any of the content or information that is accessible on your Web site. Cameron may, without prior notice, terminate or suspend your Web site if Cameron believes that you have violated this section.

(2) Domain Name. If Cameron provides you with a domain name that has Cameron's name or marks embedded therein ("Cameron Domain Name"), you may only use the Cameron Domain Name during the term of the Agreement. Cameron owns and has the right to change the Cameron Domain Name. Other than for identifying the location of your Web site, you may not issue any public announcement regarding this Agreement or use the name or any marks of Cameron or any of its affiliates without the prior written approval of Cameron. If you have obtained a Cameron Domain Name, you may request that Cameron automatically renew your Cameron Domain Name registration annually. You will be charged an Annual Domain Name Registration fee for each such renewal. If you do not request Cameron to automatically renew your Cameron Domain Name, you will be responsible for renewal. If your Cameron Domain Name expires, it will be placed in redemption status starting thirty (30) days after expiration. The redemption status period lasts for up to thirty (30) days. If you ask Cameron to reinstate your Cameron Domain Name during the redemption status period, you will be charged a domain name reinstatement charge. Your e-mail and Web hosting will not function while your Cameron Domain Name is in redemption status. Your Cameron Domain Name may not be reinstated after the redemption status period has expired. Please see <http://www.camtel.com/services/webhosting> for rates and further details that are applicable to you. If you want to terminate your Cameron Domain Name, please contact Cameron at <http://www.camtel.com/contact> to request termination. You will need to specify that you would like to cancel your Cameron Domain Name. The cancellation of your Cameron Domain Name does not automatically terminate your Web site or other Service under this Agreement.

(3) Web Hosting Storage Space and Other Limitations. Your Web hosting storage space is limited. Limits are based on your Service type and are available at <http://www.camtel.com/services/webhosting> . Cameron Web hosting accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio and video files. Any Web hosting site whose disk space usage for storing multimedia files exceeds 70% of its total usage in terms of total size or number of files will be considered to be using an excessive amount.

(4) Traffic Allowance. Traffic limits are located at <http://www.camtel.com/services/webhosting> . If you exceed your traffic allowance, you will be charged a traffic overage charge depending on the resources utilized, and you may be given the option to either (a) reduce the resources used to an acceptable level, or (b) upgrade your Service to a higher priced plan.

(5) Databases. Any database stored on Cameron's servers will be limited in size to 10% of the total disk space allotted for that particular domain's plan web site account.

(6) Ownership of Web Site. The legal owner of any Web site or account with Cameron will be the individual or organization whose name is listed in Cameron's database as the owner. Customer will fully cooperate with and abide by any and all of Cameron's security measures and procedures in the event of any dispute over ownership of Customer's Web site or account with Cameron. You own all graphics, text or other information or content supplied by you for incorporation into or delivery through your Web site. Cameron owns any software developed or modified by Cameron and all graphics, text or other information or content materials supplied by Cameron for incorporation into your Web site ("Cameron Materials"). You may only use the Cameron Materials in association with your Web site, and only during the term of this Agreement.

(j) Additional Features and Applications. Additional features and applications may be provided as part of the Service. Additional charges may apply. Please go to <http://www.camtel.com/services/webhosting> for details.

(k) Chat Rooms. Cameron does not allow customers to install their own chat rooms, since chat rooms require significant system resources.

(l) Changes to Your Plan. You may elect to change to a lower priced Web hosting plan on the same platform. Additionally, you may elect to upgrade to a higher priced plan on the same platform. Charges may apply for upgrades/downgrades. Requests for upgrades or downgrades should be directed to: <http://www.camtel.com/services/webhosting> .

3. Equipment. Separately purchased/loaned/rented equipment is required to use the Service. Certain Equipment is available from Cameron and other equipment must be provided by Customer.

(a) Loaned/Rental Equipment. If Cameron loans or rents the Equipment to you, you agree: (i) to execute the Cameron Communications Powerhouse Equipment Agreement ("Equipment Agreement"), which sets forth additional details regarding the loan and/or rental of Equipment and which is incorporated herein by reference; (ii) that the Equipment is Cameron's property, notwithstanding the installation within or attachment to Customer's premises, and you may not assign, rent, encumber or transfer the Equipment or your rights or duties under this Agreement to another without Cameron's prior written consent; (iii) not to remove any of the Equipment from the premises and not damage, alter or tamper with any of the Equipment; (iv) to grant Cameron the right at reasonable times to enter the premises to inspect, service or remove the Equipment; (v) not to mishandle, abuse, misuse, or improperly store or operate the Equipment, including using the Equipment with equipment electrically or mechanically incompatible with, or of inferior quality to, it; (vi) if the Equipment is damaged by you and/or non-operational or malfunctioning for reasons other than a manufacturing defect at anytime during the term of this Agreement or upon termination of this Agreement, Cameron may charge you for its full retail cost, as set forth in the Equipment Agreement (the "Equipment Charge"); (vii) if the Service is discontinued by either party for any reason, Customer will be responsible for the return of the Equipment to Cameron in the same condition as received, ordinary wear and tear excepted, as set forth in this Agreement; and (viii) if Customer fails to return the Equipment, or to return the Equipment in the aforesaid condition, to Cameron as required by this Agreement, the Customer will be liable to Cameron for the Equipment Charge, plus any costs, including reasonable attorney's fees, to collect such amounts. Cameron does not refund or credit rent, so please call Cameron immediately if your loaned/rented Equipment is not working properly for a replacement Equipment. If you are renting Equipment and wish to instead purchase Equipment from Cameron, the terms and conditions specific to purchased equipment will apply. If you purchase Equipment from Cameron other than Equipment loaned or rented to you by Cameron you are required to return your loaned/rented Equipment to Cameron. Rental payments are due for every month you rent the Equipment and rental payments do not count towards a purchase of the Equipment.

(b) Risk of Loss. You will be deemed the owner of any purchased Equipment. You shall bear all risk of loss of, theft of, casualty to or damage to any Equipment, whether purchased, rented or otherwise from Cameron, from the time it is received by you until the time (if any) when it is returned by you pursuant to this Agreement and has been received by Cameron.

(c) Delivery and Installation of Equipment. Equipment will be delivered to you and you shall be responsible for the payment of all shipping charges. You understand that you are responsible for self-installing the Equipment once you receive it, unless you select a technician installation from Cameron for an additional charge. You are encouraged to complete installation of the Equipment promptly because you will be responsible for full payment for the charges on your bill even if you have not yet installed the Equipment and used the Service at the time the bill is rendered. Information on installation procedures is located at <http://www.camtel.com/services/installation> .

(d) Damaged/Defective Equipment. If the Equipment is inoperable, technical support is available at **(800) 737-3900**. If Cameron deems the Equipment has a manufacturing defect, the Limited Warranty (set forth in the "Warranty" section below) will apply if it has not expired. If the Equipment fails as a result of a manufacturing defect after the Limited Warranty has expired or fails for any other reason you may request that Cameron deliver replacement Equipment. Any such replacement Equipment will be charged to you at the then

current price for such Equipment, as quoted to you at the time of your request, plus shipping and handling and any applicable Taxes. If Cameron provides you replacement rental or loaned Equipment outside the Limited Warranty, you will be charged the full retail cost of your non-operational or malfunctioning Equipment plus a monthly rental charge for the replacement Equipment. Replacement Equipment may or may not be the same model.

4. Changes to Service or this Agreement. Subject to any applicable rules or laws, Cameron may:

(a) at any time, effective upon posting to <http://www.camtel.com/services/changes> or any written notice to you, including e-mail: (i) stop offering the Service and/or loaned/rental Equipment, (ii) modify the Service and/or any of the terms and conditions of this Agreement, and/or (iii) reduce MRCs or NRCs. Please check such Web site and your e-mail regularly for changes.

(b) upon 30 days notice to you: (i) increase MRCs and/or NRCs or (ii) change this Agreement or the Service in a way that directly results in a material and adverse economic impact to you. Cameron may reduce the foregoing notice period where commercially reasonable and/or if such increase is based upon Regulatory Activity.

Your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and cancel your Service if you do not agree to the changes. Any changes or other terms you make to this Agreement, or propose in any other documents, written or electronic, are void.

5. Third party Services, Software and Equipment Purchase, rental, use, or subscription to any third-party services, software, or equipment offered by or through Cameron is subject to the third-party provider's terms and Cameron is not responsible or liable for any such services, software, or equipment.

6. Software.

(a) Software. Use of the Service may require or enable you to download or otherwise install or use certain software that is owned by Cameron or by third parties (the "Software"). By installing the Software and using the Services or using Equipment with embedded Software you are agreeing to abide by all of the terms and conditions of this Agreement that relate to the Software, including without limitation the terms and conditions of this Section.

(b) License. If the Software is accompanied by an end user license agreement ("EULA"), your use of the Software is governed by the terms of that agreement and by the terms of this Agreement where applicable. You must accept and agree to the terms of the EULA before installing the Software and using the Service. If the Software is not accompanied by a EULA, Cameron grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to install and use the Software for purposes of using the Service and/or Equipment. The license is effective upon the earlier of delivery or installation, and extends only to Customer's own use of such Software and only on the designated Equipment or with the designated Service.

(c) No Modification. You may not modify the Software in any way or change or delete any copyrights, trademarks, service marks or other proprietary rights or notices of Cameron or a third-party that appear or are used in connection with the Software or the Service. You agree that the Software is the confidential and proprietary property of its owner and may not be disclosed or reproduced unless specifically authorized by Cameron or the third-party licensor or supplier. In addition, you agree that you will not decompile, disassemble, reverse engineer or otherwise reduce the Software to a human readable form.

(d) Ownership. You acknowledge that Cameron or the third-party licensor or supplier of the Software, as applicable, own all right title and interest, including without limitation all copyright, patent, trademark, and trade secret rights in the Software and related documentation, updates, and upgrades. You are not granted any ownership rights in the Software and may not sublicense, loan, rent, lease, distribute, share, or otherwise transfer the Software to any one else.

(e) No Export. The Software may be used only in the United States and any export of the Software is strictly prohibited.

(f) Updates, Upgrades or Changes. Cameron may update, upgrade or change the Software and related settings on your computer from time to time. You agree to cooperate with Cameron in performing such activities.

(g) Termination. Cameron may discontinue provision of the Software for any reason, including without limitation if Cameron's agreement with a software vendor is terminated. Upon termination of your Service or Cameron notice to you of discontinuance of the Software offering for any reason, you must immediately stop using the Software associated with the terminated Service and destroy any copies you may have and delete it from your computer.

(h) Federal Procurements. This section applies to all acquisitions of the Software by or for the Federal Government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other transaction with the Federal Government which calls for delivery or use of the Software by the Federal Government. By accepting delivery of the Software under any such contract, grant, cooperative agreement, or as part of any such transaction, the Federal Government agrees that the Software qualifies

as commercial computer software and that the associated documentation qualifies as commercial computer software documentation within the meaning of the acquisition regulations and contract clauses applicable to this procurement. The terms and conditions of this Agreement are fully applicable to the Federal Government's use and disclosure of the Software and documentation, and will supersede any conflicting terms or conditions. No license of any kind is granted in the case of acquisitions which contain or are subject to the clauses FAR 52-227.19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987) or any other clause which purports to grant to the Government rights greater than, or additional to, those set forth in this Agreement, or which purports to impose additional requirements upon Cameron to make the Agreement effective, unless Cameron specifically so consents by separate written agreement. Please contact Cameron for Software manufacturer information.

7. Service Conditions. The following conditions apply to the Service. Cameron may suspend, terminate, or limit use of your Service if you violate any of these conditions.

(a) Limits on Use. You agree not to use the Service for high volume or excessive use, in a business or for any commercial purpose if your Service is a residential service, or in a way that impacts Cameron network resources or Cameron's ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise), (ii) permit more than one dial-up log-on session to be active at one time, or (iii) permit more than one Internet log-on session to be active at one time, except if using a roaming dial-up account when traveling, in which case 2 sessions may be active. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by Cameron. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents Cameron's ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, etc. Cameron may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all Cameron customers. Cameron is not responsible or liable for any Service deficiencies or interruptions caused by such events.

(b) No Resale, Distribution, Transfer, or Assignment. You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with Cameron's prior consent and according to Cameron's policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity. Cameron may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you and you agree to make all subsequent payments as directed. If we do that, we have no further obligations to you.

(c) Authorized Use. You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of the Service, including your primary account and any secondary accounts or subaccounts registered to that account, and will not permit any unauthorized use of the Service, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service.

(d) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with Cameron's ability to provide service to its customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to a civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this Agreement.

(e) Monitoring and Testing the Service. Cameron may, but is not obligated to, monitor the Service. You are responsible for monitoring your accounts for access to newsgroups and Web sites that may contain improper material. You will notify Cameron of the continual receipt of email that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. Cameron may also test Service for maintenance purposes to detect and/or clear trouble.

(f) Wi-Fi. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. Cameron cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and Cameron makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service.

(g) Data Management and Security. CAMERON STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. Cameron is not responsible or liable for the management or security of your data, including without limitation loss of your data or back-up or restoration of your data, regardless of whether your data is maintained on Cameron servers or your computer or server.

(h) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of Cameron and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Cameron grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by Cameron or will be implied or arise by estoppel, with respect to any Service.

(i) Cameron will use reasonable efforts to have its Service available at all times, but it has no responsibility for interruptions in the Service, other than to use good faith efforts to restore the Service, and except that the Customer will receive credit for any Service interruptions or failure upon verifiable notification to Cameron. **CAMERON MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL CAMERON BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF FAILURE OF THE SERVICES OR THE EQUIPMENT PROVIDED. CAMERON'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR CAMERON'S FAILURE TO PROVIDE THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY WILL BE LIMITED TO THE OUT-OF SERVICE CREDIT SET FORTH IN SECTION 13(F) OF THIS AGREEMENT.**

8. Installation, Maintenance and Support. You may choose on-site installation for a charge or select the self-installation method. Charges apply for certain maintenance, trouble isolation, and support services and if a technician is dispatched. Charges may be per technician, may vary depending on when services are performed (e.g., time of day and weekday, holiday or weekend), and may include a minimum charge regardless of the actual number of hours worked. Cameron will notify you of any applicable charges in advance of you incurring such charges. If you report trouble, you must pay a dispatch charge if the trouble is not found in Cameron facilities (no charge if Cameron later finds the trouble was in Cameron facilities) or Cameron equipment or is found in customer equipment/systems or Equipment. A dispatch charge also applies if: (A) Customer requests a service date change but fails to notify Cameron before the service date and Cameron technician is dispatched on the service date (will have to pay dispatch charge and Cameron will change the service date) or (B) Cameron technician dispatched for maintenance of service and no trouble is found in Cameron facilities (applies each time this happens).

9. Acceptable Use Policy. Customer agrees that all use of the Services will comply with the AUP, posted at <http://www.camtel.com/aup>. Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"). Cameron may immediately terminate or suspend any account which Cameron believes is transmitting or is otherwise connected with any Spam. Further, Cameron may hold you liable for Cameron's actual damages in any way arising from, or related to, any Spam transmitted by or in any way connected to you or your account, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay Cameron liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with you or your account. You will not, however, be liable for actual or liquidated damages arising from Spam generated from you or your account if you establish that the Spam was sent as a result of a virus or worm or other malicious software infection and if you have taken reasonable actions to prevent and resolve such infections and stop the Spam.

10. Privacy. Cameron may provide customer information to third parties or governmental entities when required, or permitted by law; to establish rights or obligations under this Agreement; or to protect Cameron's or others' rights or property regarding our services or the services of other providers from fraudulent, abusive or unlawful use of, or subscription to, such services. See also Cameron Privacy Policies posted at <http://www.camtel.com/legal/privacypolicy>, which may change from time to time. Additionally, Cameron, its affiliates and third party vendors, may access and use information regarding your bandwidth usage and performance of your Equipment, Software, and Service to: (a) perform related registration (Equipment serial number, activation date, and WTN also provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance. Cameron does not require or intend to access or use confidential health related information of Customer or Customer's clients (collectively "End Users") that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The obligation to comply with HIPAA is the sole responsibility of the Customer. Standard commercial telecommunications service providers acting as a conduit for such information are not considered "business associates" as defined in 45 CFR 160.103 under HIPAA. In its role as a conduit telecommunications service provider, HIPAA does not apply to Cameron. Any exposure to End Users' PHI will be incidental to Cameron's provision of Service and is not meant for the purpose of managing the PHI or creating or manipulating the PHI. Such incidental exposure is allowable under 45 CFR 164.502(a)(1)(iii) and, as such, Cameron represents that it is not a "Business Associate" or "covered entity" under HIPAA for the purposes of this Agreement.

11. Rates and Charges; Payment.

(a) Rates and Charges. All Service and Equipment is provided to you at the MRCs and NRCs quoted to you during the ordering process and as set forth in Product Information provided to you and on <http://www.camtel.com/products> (which is subject to change) at the time(s) you order Service and/or Equipment. You are responsible for any charges associated with the Service and Equipment, including without limitation Equipment purchase and/or rental charges, monthly Service charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, and Taxes. In the event Cameron offers the ability to pay any of the charges in installment payments over time ("Installment Option"), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment.

You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers.

(b) Payment.

(i) Billing. Charges are billed monthly with MRCs and governmental charges billed in advance, and usage and NRCs billed in arrears. You will pay all billed charges, including any Late Charges, by the due date set forth in your billing statement. Late Charges apply to all amounts not paid by the due date. Customer acknowledges the reasonableness of the Late Charge in lieu of assessing specific damages for late payments and that the Late Charge is not a penalty. The Customer understands that Cameron may reduce or disconnect the Services offered to the Customer for non-payment of any charges due. The Customer agrees that Cameron may require a reconnection charge, advance payment, and/or a deposit if the Services are disconnected for non-payment. Deposits are held for a minimum of six (6) months and can be refunded after six (6) consecutive months without a delinquency notice or late payment. You will be charged for each additional copy of your bill.

(ii) If Cameron incurs any charges or fees to collect money owed or to assert any other right which Cameron may have, the Customer agrees to pay such reasonable costs of collection or other action, including reasonable attorney's fees.

(iii) You will provide all information necessary for Cameron to provide and bill for the Service and Equipment. You affirm that the information you supply to us is correct and complete and will promptly notify Cameron whenever your personal or billing information changes. You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(iv) Disputes. You must give Cameron notice of any dispute on your bill. You will be charged a Late Charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all Cameron expenses incurred to recover such withheld amounts, including attorneys' fees.

(v) Deposit. Cameron may reasonably modify the payment terms or require other assurance of payment, including a deposit, based on Customer's payment history, lack of established credit, or a material and adverse change in Customer's financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, Equipment, or Software from date Cameron received deposit until date Cameron refunded the deposit.

12. Term and Termination.

(a) 30-Day Cancellation Policy. You may cancel Service and return the Equipment within 30 days following your order of such Service and Equipment and avoid payment of MRCs if: (i) you are a new Service customer, (ii) you have not activated or used the Service, and (iii) you notify Cameron you wish to cancel Service because you do not agree with the terms and conditions of this Agreement. You must pay all NRCs related to canceled Service, including without limitation installation, maintenance and shipping charges. You must also pay MRCs related to canceled Service, rental of Equipment and any termination liability charges (if you ordered Service with a term commitment) if you cancel Service and return Equipment: (iv) more than 30 days after ordering or (v) after you activated or used the Service. Existing customers, including those who make changes to their Service, or customers who cancel for reasons other than non-acceptance of this Agreement are not eligible for the 30-day cancellation policy.

(b) Month-to-Month Term. Unless otherwise specified herein or in the terms of your offer, Service is offered on a monthly basis for a term that begins on the date your Service order is completed, ends on the last day of the billing cycle during which you placed the order for Service, and automatically renews monthly.

(c) Term Commitment and Early-Termination Charge. IF YOU ORDER SERVICE WITH A TERM COMMITMENT, YOU AGREE TO MAINTAIN THAT SERVICE FOR THE ENTIRE TERM COMMITMENT PERIOD. IF YOU TERMINATE THAT SERVICE BEFORE THE END OF THE TERM COMMITMENT PERIOD YOU WILL BE REQUIRED TO PAY THE EARLY-TERMINATION CHARGE SET FORTH IN THIS AGREEMENT OR AT <http://www.camtel.com/productinfo> , QUOTED TO YOU DURING THE

ORDERING PROCESS, CONTAINED IN PRODUCT INFORMATION PROVIDED TO YOU, OR SET FORTH IN A SEPARATE AGREEMENT EXECUTED BY CUSTOMER. THE EARLY-TERMINATION CHARGE IS NOT A PENALTY. RATHER, IT IS AN OFFSET OR RECOVERY OF CAMERON COSTS RELATED TO EARLY TERMINATION AND THE DISCOUNTS ASSOCIATED WITH YOUR TERM COMMITMENT. THE EARLY-TERMINATION CHARGE WILL BE WAIVED IF: (A) YOU NOTIFY CAMERON WITHIN 30 DAYS OF THE DATE YOU ORDERED THE SERVICE WITH A TERM COMMITMENT THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND (B) CAMERON HAS NOT PERFORMED AND YOU HAVE NOT USED ANY OF THAT SERVICE. Cameron may waive the early-termination charge if you move or upgrade Service; your original term commitment period may start over. After the term commitment period, Service will continue month-to-month until terminated by you or by Cameron, unless otherwise set forth in a separate written agreement executed by Customer and Cameron.

(d) Termination. Subject to the terms of this Agreement, including but not limited to Section 12(c) above, You may terminate this Agreement and your use of the Services at any time and for any reason by calling Cameron at **(800) 737-3900**; **you cannot terminate your Service online or by e-mail**. Subject to the terms of this Agreement, including but not limited to Section 12(c) above, Cameron may terminate this Agreement and/or your use of the Service, without notice and for any reason, including, without limitation, if you fail to pay any charges when due, if Cameron ceases to offer the Service, or if Cameron believes you or someone using your Service has violated this Agreement. Cameron may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of Cameron and is subject to applicable charges. If Service is terminated by you or Cameron prior to the end of a monthly term, you will be required to pay a prorated amount of the MRCs for the month and the full amount for any NRCs or other charges for the month and any accrued but unpaid amounts related to Service and Equipment through the effective date of termination.

(e) Return of Equipment. Upon cancellation of Service and/or termination of this Agreement, you must promptly return your Equipment to Cameron in the same condition as received, ordinary wear and tear excepted. Cameron will, at its option, either: (1) charge you the Equipment Charge if Cameron does not receive the Equipment in the aforesaid condition within 30 days after termination or (2) charge you the Equipment Charge upon termination and credit you back for such charge if Cameron receives your Equipment in the aforesaid condition within 30 days following termination.

(f) Deletion of Data upon Termination. Upon termination of your Service, Cameron may immediately delete all data, files, and other information stored in or for your account or on your Web site without notice. In certain circumstances you may request that Cameron reactivate your account and restore your deleted Web hosting and e-mail data. Cameron must receive your request no later than 90 days after termination.

13. Limitation of Liability. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

(a) YOU ASSUME TOTAL RESPONSIBILITY FOR USE, RESULTS OF USE, AND PERFORMANCE OF THE SERVICE, SOFTWARE, EQUIPMENT, AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. CAMERON EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT CREATED OR ACCESSIBLE USING THE SERVICE, SOFTWARE, OR EQUIPMENT AND FOR ACTIONS TAKEN ON THE INTERNET. CAMERON RECOMMENDS YOU DO NOT USE THE SERVICE IN HIGH RISK ACTIVITIES WHERE AN ERROR COULD CAUSE DAMAGE OR INJURY.

(b) REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER CAMERON HAS BEEN ADVISED OF THE POSSIBILITY OF LIABILITY, LOSS, OR DAMAGE, CAMERON, ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF BUSINESS, LOST OR IMPUTED PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELIANCE UPON THE SOFTWARE AND/OR ASSOCIATED DOCUMENTATION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, SERVICE, SOFTWARE, OR EQUIPMENT EVEN IF ANY SUCH DAMAGES ARE CAUSED BY CAMERON, ITS AFFILIATES, AGENTS, OR CONTRACTORS.

(c) THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IN SECTION 15 BELOW IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT. WITH REGARD TO ANY SERVICE RELATED CLAIM FOR DAMAGES THAT IS NOT LIMITED BY THIS SECTION 13, YOUR EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY YOU TO CAMERON FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CAMERON'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY YOU TO CAMERON UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP").

(d) CAMERON DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ACTS AND OMISSIONS OF OTHER PROVIDERS. ADDITIONALLY, IF PART OF THE SERVICE IS PROVIDED BY A THIRD PARTY AND THE THIRD PARTY FAILS TO PROVIDE THAT SERVICE, CAMERON WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DEFICIENCIES IN OR LACK OF SERVICE.

(e) CAMERON DISCLAIMS ALL LIABILITY OR RESPONSIBILITY IF SERVICE CHANGES REQUIRE EQUIPMENT CHANGES, DEGRADE EQUIPMENT PERFORMANCE OR SERVICE PERFORMANCE WITH THE EQUIPMENT, OR MAKE EQUIPMENT OBSOLETE.

(f) CAMERON'S SOLE LIABILITY AND YOUR SOLE REMEDY FOR CAMERON'S FAILURE TO PROVIDE THE SERVICE AND INTERRUPTIONS IN THE SERVICE SHALL BE LIMITED TO AN OUT-OF-SERVICE CREDIT FOR THE PERIOD DURING WHICH SERVICE WAS INTERRUPTED IF SERVICE IS INTERRUPTED FOR MORE THAN 48 HOURS AFTER WRITTEN NOTICE BY THE CUSTOMER TO CAMERON. CREDIT ALLOWANCES ARE CALCULATED ON THE BASIS OF A 30-DAY MONTH, AND THE CREDIT SHALL BE A PRO-RATA AMOUNT OF THE SERVICE CHARGE BASED ON THE DURATION OF THE INTERRUPTION. CAMERON SHALL HAVE NO LIABILITY FOR, AND THE OUT-OF-SERVICE CREDIT SHALL NOT APPLY TO, INTERRUPTIONS RESULTING FROM NEGLIGENCE OR NONCOMPLIANCE WITH THIS AGREEMENT ON THE PART OF CUSTOMER, THE OPERATION OR MALFUNCTION OF FACILITIES, POWER OR EQUIPMENT PROVIDED BY CUSTOMER, OR A FORCE MAJEURE EVENT.

(g) As part of providing Service we may access your premises, computer hardware and software, and your networking and Internet-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your computer or such equipment. Cameron's liability is limited to damage arising from willful misconduct or grossly negligent acts of Cameron technicians in accessing your premises, computer, or networking and Internet-related equipment up to \$500. This is your sole remedy for such activity and neither Cameron nor its affiliates, agents, or contractors is liable for any other damages, loss or destruction regardless of the theory, whether direct, indirect, incidental, special or consequential. This is a limitation upon the remedy for such grossly negligent or willful misconduct, and is NOT part of any benefit under this Agreement.

(h) Any claim or dispute arising out of or relating to this Agreement must be brought within one year after the cause of action arises.

14. Personal Injury, Death, and Property Damage. CAMERON'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF CAMERON RELATED TO THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY (AS LIMITED IN SECTION 13 ABOVE), OR BODILY INJURY OR DEATH DIRECTLY CAUSED BY CAMERON'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT FOR DAMAGES DESCRIBED IN THE PREVIOUS SENTENCE, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. CAMERON AND ITS AFFILIATES, AGENTS, AND CONTRACTORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS, REGARDLESS OF THE CAUSE. DAMAGES UNDER THIS SECTION WILL BE SUBJECT TO THE LIMITATION OF LIABILITY IN THIS AGREEMENT BUT NOT THE DAMAGE CAP. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

15. Warranty.

(a) Limited Warranty for Equipment. Cameron extends a Limited Warranty to the original purchaser or renter (you) for the Equipment. The terms of the Limited Warranty are set out below (the "Limited Warranty") and are part of this Agreement. A copy of the Limited Warranty is also available upon request from Cameron at no charge. Nothing in this Agreement will be deemed to alter the terms of the Limited Warranty. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE EQUIPMENT, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE.

LIMITED WARRANTY

(i) This Equipment is warranted by Cameron to the person originally purchasing or renting the Equipment, and no others, to be free of manufacturing defects: (A) during the term of the modem rental (only for modems rented from Cameron); and (B) with respect to Equipment that is purchased, for the applicable warranty period provided by the manufacturer of such Equipment

(ii) This Limited Warranty covers only the basic operations of the Equipment, and Cameron does not warrant the compatibility of the Equipment with any computer, operating system, or networking equipment, nor does this Limited Warranty cover any defect present in any computer, network, or operating or other system. If the Equipment malfunctions due to a manufacturing defect, before the applicable warranty period expires, Cameron will replace or repair it, at its option, without charge, so long as (A) you notify

Cameron by calling the correct number set forth in Section 15(a)(vi) below, report that the Equipment's basic operations are not functioning properly, and cooperate with the Cameron representative to evaluate the circumstances; (B) the date you so notify Cameron is within the warranty period specified above; and (C) you promptly return the Equipment to Cameron. Cameron will: (1) replace or repair the Equipment, at its option, and return the replacement or repaired Equipment to you, within thirty (30) days after you comply with (A) through (C), above; (2) provide you with an expedite option whereby Cameron will send you a replacement Equipment promptly after you comply with (A) and (B); provided that, prior to sending you such replacement Equipment, Cameron may charge you, via a credit card that Cameron accepts or other means Cameron chooses, for the full retail cost of the replacement Equipment ("Advance Charge"). If you return and Cameron receives your defective Equipment on or before the 30th day after you request a replacement Equipment pursuant to this Limited Warranty, Cameron will credit back the Advance Charge to the same payment method to which the Advance Charge was applied (e.g., credit card) or to your monthly service bill; or (3) such other option that you and Cameron may agree to. No other person or party is authorized to provide repair or replacement service pursuant to this Limited Warranty.

(iii) Repaired/Replacement Equipment. Cameron may use new or reconditioned parts to repair the Equipment, or replace the Equipment with new, repaired, or reconditioned Equipment, all at the sole discretion of Cameron. This Limited Warranty will apply to the replaced or repaired Equipment until the end of the warranty period set forth herein or such longer period as may be provided by the manufacturer or such Equipment. All replaced products or parts become the property of Cameron and will not be returned.

(iv) Exception and Exclusions. This Limited Warranty does not cover defects due to defacement, misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alterations, modifications, accidents, fire, flood, vandalism, acts of God or the elements. No advice or information given by Cameron, its affiliates, its contractors, or their respective employees will vary the terms of the Limited Warranty.

(v) No Other Express Warranties and Limitation of Implied Warranties. This Limited Warranty is the only express warranty extended by Cameron in connection with the Equipment. Implied warranties which may not be disclaimed are limited in time to the duration of this Limited Warranty, and all remedies for all such implied warranties are restricted to the remedy and procedure set forth for this Limited Warranty. This Limited Warranty is in lieu of all other warranties, however arising, and all such other warranties are hereby disclaimed. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(vi) This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) Disclaimer of Warranties. THE SERVICE, SOFTWARE, AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT FOR THE LIMITED WARRANTY IN THE PRECEEDING SECTION, CAMERON PROVIDES THE SERVICE, SOFTWARE, AND EQUIPMENT WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. CAMERON DOES NOT WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY CAMERON, ITS AFFILIATES, ITS AGENTS, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL VARY THE TERMS OF THE LIMITED WARRANTY OR THIS AGREEMENT OR CREATE ANY WARRANTY. CAMERON IS NOT RESPONSIBLE FOR DEFACEMENT, MISUSE, ABUSE, NEGLIGENCE, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. CAMERON TECHNICAL SUPPORT IS NOT WARRANTED AND IS USED AT YOUR OWN RISK. CAMERON MAKES NO WARRANTY REGARDING TRANSACTIONS EXECUTED AND CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE. TO THE EXTENT THAT ANY LIMITATION IN THIS SECTION IS NOT PERMITTED BY APPLICABLE LAW, SUCH LIMITATION WILL NOT APPLY TO CUSTOMER TO THE EXTENT IT IS BARRED BY APPLICABLE LAW.

16. Indemnification. You agree to indemnify, defend, and hold harmless Cameron and its affiliates, contractors, officers, directors, employees, or agents from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees and punitive damages arising from: (a) violation of any provision of this Agreement by you or others who use your Service, Software, and/or Equipment; (b) installation, modification, or use of the Service, Software, and/or Equipment by you and/or any parties who use your Service, Software, and/or Equipment, with or without your permission; (c) claims for libel, slander, invasion of privacy, or infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet; (d) patent infringement arising from your acts combining or using the Service in connection with facilities or equipment (circuit, apparatus, system or method) furnished by you; (e) negligent acts, errors, or omissions by you; or (f) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the gross negligence or willful misconduct of Cameron.

17. Governing Law & Venue. (a) This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana, excepting there from its conflicts of law rules, and both parties consent and submit to the exclusive jurisdiction and venue of the 14th Judicial District Court, Calcasieu Parish, State of Louisiana, and agree that any claims related to this Agreement shall be brought exclusively in such court. Each party hereby waives any exception or challenge such party may have to such jurisdiction and venue, including any exception based on forum non-conveniens.

(b) Waiver of Jury and Class Action. By this Agreement, both you and Cameron are waiving the right to a jury trial on our respective claims, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity.

18. Notices. Except as otherwise provided herein, all required notices to Cameron must be in writing and sent to **P. O. Box 2237, Sulphur, LA 70664**; Facsimile #: **(337) 583-7889**; Attn.: **Customer Service**. Except as otherwise provided herein, you agree that all required notices to you will be provided by one or more of the following: posting, bill message, bill insert, postcard, letter, call to your billed telephone number, **or e-mail to an address provided by you when you ordered Service or Equipment**. You agree to provide Cameron with any and every change to your e-mail address by calling **(800) 737-3900**. Except as otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (b).

19. General. If any term of this Agreement is held invalid, illegal or unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. Cameron will not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, together with the other agreements, documents, policies and posted information referenced herein, constitutes the entire agreement between you and Cameron with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof. In the event of any inconsistency between this Agreement and any other documents exchanged between you and Cameron related to the Service, Software, or Equipment, the provisions of this Agreement will control.

Please call Cameron at **(800) 737-3900** if you have any questions regarding your account.