



Powerhouse TV Subscriber Agreement

This Powerhouse TV Subscriber Agreement ("Agreement") is between Cameron and you ("Customer" or "you") for Powerhouse TV Service and Equipment. 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 1-800-737-3900 TO CANCEL THE SERVICE IMMEDIATELY, AND RETURN THE EQUIPMENT TO CAMERON AS SET FORTH IN THIS AGREEMENT.

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.

"*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 equipment, devices and material related to the Service, including but not limited to Set Top Box(es), Remote Control(s), Media Converter(s), Ethernet Switch(es), Battery Backup Power Supply, and Home Converter(s).

"*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 franchise authority, regulatory agency, legislative body or court of competent jurisdiction.

"*Service*" means video and audio programming and other services available on Cameron's Powerhouse TV Service (whether subscription based or pay per view based) and related Cameron installation, repair, support and provisioning that Cameron may provide to Customer either now or in the future.

“Taxes” means all 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 will provide, and you will purchase the Service. Further details regarding the Service may be provided in Product Information which is incorporated herein by reference.

(a) Availability. Cameron will make reasonable efforts to assure that the Service is available to you 24hours-per-day, seven-days-per-week. It is possible, however, that interruptions of Service may occur.

(b) Moves. The Service is provided to you at your residence. You may not transfer your subscription or your rights and obligations under this Agreement to any other person or to yourself at a new residence. If you move to another location (including a move within the same building) you are not guaranteed to have service at the new location. If you desire to move, please contact Cameron at (800) 737-3900 for assistance with new service. In addition, the Service is provided to you at the location within your residence installed by a Cameron technician. If you want to move your Service to a different location within your residence, you agree to call Cameron at (800) 737-3900 for assistance and follow the procedures set forth in the User Guide at <http://www.camtel.com/productinfo> , which are incorporated herein by reference.

(c) Cameron Facilities. Certain Cameron facilities and equipment used to provide you 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 only attach or connect authorized items identified in the User Guide (<http://www.camtel.com/productinfo>), and such items must be connected in accordance with the User Guide, which are incorporated herein by reference. 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. Customer shall inform Cameron if Customer sells, vacates, rents or sublets the premises wherein the Equipment is located so Cameron may enter the premises or remove the 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 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).

3. Equipment, Software, Delivery, and Installation.

(a) Equipment.

(i) 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 replacement Equipment.

(ii) Customer will bear all risk of loss of, theft of, casualty to or damage to the Equipment from the time it is received by Customer until the time when it is returned by Customer, pursuant to this Agreement, and has been received by Cameron.

(iii) *Digital Video Recorder (DVR).* DVR Equipment is currently available in limited service areas. Your DVR Equipment gives you the ability to see and record televised programs (“Third Party Content”). Actual DVR recording capacity varies based on the type of programming being recorded. High definition programming requires more capacity than analog and digital programs. Pay per view and music channels cannot be recorded. You understand that Cameron does not guarantee the access to or recording of any particular program, or the length of time any particular recorded program may remain available for your viewing. You also understand that Third

Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that Cameron will have no liability to you, or anyone else who uses your DVR Equipment, with regard to any Third Party Content.

(b) Software.

(i) *License.* If the Software contained in your Equipment 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. Your use of the Equipment and Software constitutes acceptance and agreement to the terms of the EULA. If the Software is not accompanied by a EULA, Cameron grants you a limited, personal, revocable, nonexclusive, nontransferable, non-assignable license to use the Software for purposes of using the Equipment and Service. 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.

(ii) *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.

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

(iv) *Updates, Upgrades, or Changes.* Cameron may update, upgrade or change the Software in your Equipment and related settings in your Equipment from time to time through periodic downloads. You agree to cooperate with Cameron in performing such activities. Cameron will use commercially reasonable efforts to schedule these downloads in a manner that results in the least amount of interference with or interruption to your Service.

(v) *Termination of License.* The license terminates upon termination of your Service for any reason.

(c) Delivery. Equipment may be delivered to you by a Cameron technician.

(d) Installation.

(i) Customer authorizes Cameron to disconnect any Customer-owned wiring from another company's incoming cable and authorizes connection of the Services to their existing wire.

(ii) The Customer warrants that he/she either owns the residence at which the Service is being performed or if a tenant, he/she has obtained permission from his/her landlord for Cameron to make whatever alterations to their residence that are necessary for the installation. In the event of failure to secure such permission, the Customer will defend, indemnify and hold harmless Cameron from all claims and damages arising therefrom.

(iii) Cameron will not install the Service on any TV set that is connected to another cable or satellite TV service. Cameron provides no customer support, assistance, or repair for Customer's TVs.

(e) Your Equipment contains certain components and Software which are proprietary to Cameron. You agree that you will not try to reverse-engineer, decompile or disassemble any Software or hardware contained within your Equipment, nor will you otherwise attempt to reduce the Software to a human readable form. Such actions are strictly prohibited and may result in the termination of your Services and/or legal action. 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

(f) If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify Cameron immediately, at **(800) 737-3900** but in any event not more than three (3) business days after such removal to avoid liability for payment for unauthorized use of the Equipment. You will not be liable for unauthorized use after we have received your timely notification.

(g) Equipment shall at all times remain the sole and exclusive property of Cameron and we will have the right, at our discretion, to replace it with new or reconditioned equipment and to remove the Equipment upon termination of Services. None of the Equipment shall be deemed fixtures or part of your realty. Our ownership of the Equipment may be displayed by notice or Cameron brand logo contained on the Equipment. You shall have no right to pledge, sell, mortgage, give away or remove, relocate, alter or tamper with the Equipment (or

any notice of our ownership thereon) at any time. Any reinstallation, return of or change in location of the Equipment shall be performed by us at the service rates in effect at the time of service.

(h) You shall notify us promptly of any defect in, damage to, or accident involving the Equipment. All maintenance and repair of the Equipment shall be performed by us or our designees. Cameron may charge you for any repairs that are necessitated by any damage to the Equipment in accordance with the Limited Warranty provision below.

(j) Third Party Services, Software and Equipment. Use of 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.

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 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 may directly result 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. Service Conditions. The following conditions apply to the Service. Cameron may suspend or terminate your Service if you violate any of these conditions.

a) 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 and/or internet technology, except with Cameron's prior consent and according to Cameron's policies and procedures. 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.

(b) Authorized Use. You (i) will not permit any unauthorized use of the Service, including but not limited to unauthorized copies; and (ii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service. The Customer is aware that any unauthorized reception of the Services and/or un-permitted use of the Equipment or the Services is unlawful and the Customer may be subject to penalties and damage to the extent permitted under applicable Federal, State, and Local laws, rules and regulations.

(c) 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.

(d) 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.

(e) 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 9(F) OF THIS AGREEMENT.**

(f) Cameron will not be responsible for the operation, maintenance, service or repair of Customer owned devices i.e. TV, VCR, DVD, PC, set-top box, stereo, radio, game console, the Customer-owned wiring, or any other Customer-owned device or any other damage to the foregoing, except due to Cameron's negligence.

(g) Signal leakage. Pursuant to the rules of the Federal Communications Commission, Cameron is responsible for any excessive signal leakage while providing the Services over Cameron's facilities. Should excessive leakage originate from the Customer-owned internal wiring, the Customer's responsibility will be to correct the problem and until corrected, Cameron's obligation will be to disconnect the Services to the Customer.

(h) Programming Availability and Blackouts. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. Blackout restrictions are decided by the sports leagues and other entities that own the local broadcast rights. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(i) Ordering Pay Per View. In most areas, Customers may order Cameron pay-per-view Services by using the on-screen Program Guide and remote control unit to select the movies and other events we offer (some areas lack the capability of ordering pay-per-view Services using the on-screen Program Guide). You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming services. You are responsible for the security of your Service and Equipment. All pay per view programming that is ordered for your Service either through your Equipment or through a Cameron Sales Representative will be deemed to have been authorized by you, regardless whether you actually place the order yourself. All refunds, if any, are at the sole discretion of Cameron.

(j) Private Viewing. Cameron provides Services to you for your private home viewing, use and enjoyment. You agree that the Services provided will not be viewed outside of your private residence. You are permitted to exhibit the Services solely in your private residence and not in any other areas. The Services may not be rebroadcast, transmitted, recorded or performed, nor may admission be charged for listening to or viewing any Services provided by us. If we later determine that you utilized your Equipment (including any additional Set Top Boxes) or sold, leased or otherwise gave possession of the same to a third party who you knew or reasonably should have known intended to use it to permit the viewing of the Services in a commercial establishment or any other area open to the public, we may terminate the Services and in addition to all other applicable fees, you agree to pay us the difference between the price actually paid for the Services and the full commercial rate for such Services, regardless of whether we have or had the commercial rights to such Services. The payment of that amount and/or the termination of Services shall not prejudice our ability to exercise any other rights and remedies we may have under this Agreement, at law, in equity, or otherwise.

(k) Additional Equipment. Depending upon your location, additional Equipment may be required to view the Services on additional televisions. Please contact Cameron at **(800) 737-3900** for assistance.

(l) Programming. You acknowledge that Cameron has the right at any time to pre-empt without prior notice specific programs advertised as available to Customer and to substitute what Cameron deems to be programming of comparable quality. In addition, Cameron reserves the right to increase or change the application fees at any time.

6. 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 the Cameron Privacy Policy posted at <http://www.camtel.com/legal/privacypolicy> which may change from time to time. Further, 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.

7. 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/productinfo> (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.

8. 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 WRITTEN 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 8(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 8(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.

9. 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 OF THE SERVICE, AND EQUIPMENT. CAMERON EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT ACCESSIBLE USING THE SERVICE, SOFTWARE OR EQUIPMENT.

(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, 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, EQUIPMENT 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 OR CONTRACTORS.

(c) THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE LIMITED WARRANTY SECTION 11 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, 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 will access your premises, television and television-related equipment. We do not represent or warrant that the technicians doing such work have any special expertise regarding your television 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, television and television-related equipment up to \$2,500. 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.

10. Personal Injury, Death, and Property Damage. CAMERONS 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 9 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. 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.

11. Warranty.

(a) Limited Warranty for Equipment. Cameron extends a Limited Warranty to you for the Equipment. The terms of the Limited Warranty are set out below (the Limited Warranty") and are part of this Agreement. 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 that ordered the Service, and no others, to be free of manufacturing defects during the term of your Service.

(ii) This Limited Warranty covers only repair and/or replacement of the Equipment due to equipment malfunctions or manufacturer defect, and Cameron does not warrant the compatibility of the Equipment with any particular make or model of television set, computer or operating system, nor does this Limited Warranty cover any defect present in any television set, computer, network, or operating or other system. To make a claim under this Limited Warranty, you must notify Cameron at **(800) 737-3900** and report that the Equipment is not functioning properly, and cooperate with the Cameron Sales Representative to evaluate the circumstances and schedule a service call.

(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. 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 or malicious conduct. 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 PRECEDING SECTION, CAMERON PROVIDES THE SERVICE, 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, NONINTERFERENCE, COMPATIBILITY OF COMPUTER SYSTEMS OR TELEVISION SETS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF TRADE AND DISCLAIMS ANY SUCH WARRANTIES. CAMERON DOES NOT WARRANT THAT THE SERVICE, EQUIPMENT OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY CAMERON, ITS AFFILIATES 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 DEFAACEMENT, 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.

12. Indemnification. You agree to indemnify, defend, and hold harmless Cameron and its subsidiaries, affiliates, contractors, officers, employees, agents, suppliers, or other partners 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 and/or Equipment; (b) installation, modification, or use of the Service, and/or Equipment by you and/or any parties who use your Service, 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 and/or Equipment; (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.

13. 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.

14. 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).

15. 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.