

# TELEPHONE SUBSCRIPTION AGREEMENT

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Armstrong Telephone being brought to you by Armstrong Digital Services, Inc. requires you to read and acknowledge the terms of this agreement. By activating the Service, you acknowledge that you have read, understood and agree, to the terms and conditions of this Agreement. You represent that you are of legal age and duly authorized to enter this Agreement and become bound by its terms.

## 1. DEFINITIONS.

- a) "Agreement" means this Armstrong Telephone Subscription Agreement, as it may be amended from time to time by Operator.
- b) "Operator" means the local Armstrong affiliated cable operator that is providing the Telephone Service over its cable system.
- c) "Operator Equipment" is defined in Section 4(b).
- d) "Operator Parties" shall mean Operator and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.
- e) "Software" means the computer software, if any, licensed by Operator to Subscriber to access the Telephone Service, or licensed by Operator to Subscriber to facilitate installation or distribution of the Telephone Service.
- f) "Subscriber" means the account holder authorized by Operator to access and use the Telephone Service.
- g) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by Operator to Subscriber regarding use of the Telephone Service.
- h) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 14(c), as it may be amended from time to time by Operator.
- i) "Terms of Use" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by Operator regarding permissible or impermissible uses of or activities related to, the Armstrong Telephone Service.

## 2. GENERAL.

- a) This Agreement, in addition to the Subscriber Privacy Notice and the applicable price list(s) and/or tariff(s), if any, filed by Operator at the applicable state utility commission, which are hereby incorporated by reference herein, set forth the terms and conditions governing Operator's provision of the Telephone Service to Subscriber. No representation, warranty, term or condition, and no statements or agreements by any employee or agent of Operator, other than as specifically set forth in this Agreement, shall be binding on Operator. Unless specified otherwise in your Service Agreement, each of Operator or Subscriber may terminate the Telephone Service to Subscriber at any time for any reason, in its sole individual discretion.
- b) Subscriber agrees and acknowledges that except as otherwise expressly provided herein, all terms and conditions of Subscriber's Cable Modem Acceptable Use Policy, including without limitation disclaimer of warranty, will also govern the Telephone Service, to the extent applicable, and the terms of the Cable Modem Acceptable Use Policy are incorporated herein by reference.
- c) In order to receive the Telephone Service offered and provided under this Agreement, any and all of Subscriber's accounts with Operator must be paid to current. Subscriber understands and acknowledges that the non-payment of charges associated with Operator's cable television service, cable modem service, and/or Telephone Service may result in disconnection of the Telephone Service with notice as required by applicable law.
- d) Subscriber expressly acknowledges that the Telephone Service does not have its own power source and will not be available without an independent power supply and that, under certain circumstances, including if the electrical power and/or Operator's cable network or facilities are not operating, the Telephone Service, including the ability to access emergency 911 services, will not be available.
- e) Subscriber expressly acknowledges that the Telephone Service may not be compatible with security systems, including systems having fire protection, and that, in order to maintain any necessary alarm monitoring functions, Subscriber may be required to maintain a telephone connection through another local exchange carrier. In the event that Operator installs and configures the Telephone Service to operate with Subscriber's security system, including systems having fire protection, Subscriber expressly acknowledges that it must contact the provider of its alarm monitoring services in order to test the compatibility of the alarm monitoring services with the Telephone Service.
- f) Operator shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of the Telephone Service, including but not limited to equipment and system requirements. Operator shall have the right to add to, modify, or delete any provision of this Agreement, the Subscriber Privacy Notice, and/or any price list(s) and/or any applicable tariffs filed by Operator at the applicable state utility commission at any time. An online version of this Agreement, the Subscriber Privacy Notice, and any price list(s) and/or applicable tariffs filed by Operator at the applicable state utility

commission, as so changed from time to time, will be accessible at [www.ArmstrongOneWire.com/Policies](http://www.ArmstrongOneWire.com/Policies) or another online location as designated by Operator. In accordance with any applicable law, Operator will notify Subscriber of any significant change in this Agreement, the Subscriber Privacy Notice, or any price list(s) and/or any applicable tariffs filed by Operator at the applicable state utility commission. Upon any such change and notice, Subscriber's continued use of the Telephone Service will constitute Subscriber's consent to such change. If Subscriber does not agree to any such change, Subscriber immediately shall stop using the Telephone Service and notify Operator that he/she is terminating the subscription to the Telephone Service.

- g) Subscriber represents and warrants that he/she is at least 18 years of age.
- h) Subscriber is responsible in all respects (including payment obligations) for all use of Subscriber's account and all use by others of Subscriber's account is subject to the terms hereof and any applicable tariff(s) filed by Operator at the applicable state utility commission. For the purposes of this Agreement, all use of Subscriber's account, whether or not authorized by Subscriber, shall be deemed Subscriber's use. Subscriber shall be responsible for ensuring that all use of Subscriber's account complies fully with the provisions of this Agreement and any applicable tariff(s) filed by Operator at the applicable state utility commission.
- i) Transfer of all or a portion of the account, the Telephone Service or the Operator's Equipment by Subscriber to any other person or entity, or other location, is prohibited. Subscriber expressly acknowledges that the address associated with an emergency 911 call is the authorized address where the Telephone Service was originally provided and that movement of the voice-enabled cable modem from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will therefore be limited if the voice-enabled cable modem is moved from the original service location.

### **3. CHARGES.**

- a) Charges: You agree to pay all charges associated with the Service. These charges may include but are not limited to installation charges, monthly service charges, charges for the use of Armstrong Equipment, charges for service calls, and other charges. The current applicable schedules of charges and fees are included in the price list.
- b) Taxes: You agree to pay any and all applicable federal, state, and local taxes (however designated) levied upon Armstrong and its affiliates in connection with the sale, installation, use, or provision of the Service.
- c) Other Government Costs and Fees: Armstrong reserves the right to invoice you for any fees or payment obligations in connection with the Service imposed on Armstrong and its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction. We also reserve the right to invoice you to recover amounts that we and our affiliates are required by governmental or quasi-governmental authorities to collect from or to pay to others in support of statutory or regulatory programs, including but not limited to universal service fees, 911/E911 surcharges, telecommunications relay service surcharges, franchise fees, right-of-way fees, and the like. Please refer to the price list for additional details.
- d) Notification of Changes: We may change the fees and charges for the Service from time to time at our discretion; specifically, we may decrease fees and charges with or without advance notice, and we may increase fees and charges for the Service after we post them as part of the price list. Taxes may be changed with or without notice. You will also be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.
- e) Per-Call and Measured-Call Charges: Our calling plans billed on a flat monthly fee basis may not include certain call types. These call types will instead be charged on a per-call (e.g., operator services) or a measured basis (e.g., international calls). For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); it ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge Armstrong, its affiliates or suppliers for a completed call when the called party's line rings or after a certain number of rings. In these situations, Armstrong will charge for the call as if it were answered by the called party. Consult the price list for information on per-call charges and the timing of measured-call charges.
- f) Rounding of Fractional Charges: If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.
- g) Third Party Charges that are Your Responsibility: The Service may allow you to access "dial-up" Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.
- h) How We Will Bill You: We generally bill monthly, in advance, for service charges, equipment charges, and other recurring fees. You will be billed for installation and other one-time charges, measured and per-call charges, and for all other charges,

according to our then current billing policies. Your Armstrong invoice may also contain charges for other services provided by us or our subsidiaries or affiliates. If you make partial payment of any invoice, we will apply that payment to the outstanding charges in the amounts and proportions that we determine. However, if we accept any partial payment from you, we do not waive our rights subsequently to collect the full balance owed to us.

- i) Billing Commencement Date: The fees and charges for the Service begin to accrue on the date Armstrong installs your Service.
- j) Late or Non-Payments: You agree to pay Armstrong all fees or charges for the Service, including any late fees and related fees, charges, and assessments due to late payments or non-payments. You may be charged such fees, charges, and assessments (i) if for any reason Armstrong does not receive from you any required payment for the Service by the date on which the payment is due; (ii) if you pay less than the full amount due for the Service; or (iii) if Armstrong provides you more than one product or service and you pay less than the full amount due for any or all of them. In such circumstances, Armstrong may also disconnect any or all Armstrong and Armstrong-affiliated products and services. Before disconnected Services are reconnected, you may be required to pay a reconnection fee in addition to all past-due charges. You can find more information on our late fees and other additional charges in the price list; any new or changed fees will be posted in the price list before they are assessed. Armstrong's late fee practices may be revised to comply with applicable state or local laws, rules, or regulations.
- k) Fees Not Considered Interest or Penalties: Armstrong does not anticipate that you will fail to pay for the Service on a timely basis, and we do not extend credit to customers. Any late fees and related fees, charges, and assessments due to late payment or non-payment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict at the time such late fees and related fees, charges, and assessments are set, because we cannot know in advance: (a) whether you will pay for the Service on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
- l) Collection Costs: If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
- m) You authorize Armstrong to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.
- n) Subject to applicable law, you must notify us of any billing errors or other requests for refund within sixty (60) days of the date on the bill.

#### **4. INSTALLATION: EQUIPMENT AND CABLING.**

- a) The installation services and related equipment that will be available from Operator for a standard installation are as described in Operator's price list and any applicable tariff(s). Other services that may be available from Operator at additional charges for a non-standard installation are also described in Operator's price list and any applicable tariff(s). Subscriber authorizes Operator to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment.
- b) Any equipment provided by Operator to Subscriber will be considered "Operator Equipment" and will be subject to Section 5 below. Any cabling installed by Operator will remain the property of Operator except as otherwise required by applicable law.
- c) Operator will have no obligation to install, support, maintain, repair or replace any Computer or any cable modem or cabling or other equipment that is not Operator Equipment.
- d) Operator and its authorized agents may enter Subscriber's premises and have access to the Operator Equipment and Subscriber's computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Operator Equipment, to install or deliver the Software, or to disconnect and remove the Operator Equipment.
- e) Operator shall have the right to upgrade, modify and enhance the Operator Equipment and Software from time to time through "downloads" from the network or otherwise.
- f) If Subscriber is not the owner of the premises upon which Equipment and Software are to be installed, Subscriber warrants that he/she has obtained the consent of the owner of the premises for Operator personnel and/or its agents to enter the premises for the purposes described in this Section 4. Subscriber shall indemnify and hold Operator harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

#### **5. OPERATOR EQUIPMENT AND CABLING.**

- a) The Operator Equipment is and at all times shall remain the sole and exclusive personal property of Operator, and

Subscriber shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Equipment to the Subscriber's residence or otherwise.

- b) Subscriber will not open, alter, misuse, tamper with or remove the Operator Equipment as and where installed by Operator, and will not remove any markings or labels from the Operator Equipment indicating Operator ownership or serial or identity numbers. Subscriber will safeguard the Operator Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Operator) will not permit anyone other than an authorized representative of Operator to perform any work on the Operator Equipment.
- c) Upon termination of the Telephone Service to Subscriber, for whatever reason, Subscriber acknowledges that his/her right to possess and use the Operator Equipment shall likewise terminate. In such event, the Operator Equipment shall be returned to Operator in the same condition as when received, ordinary wear and tear excluded. Subscriber will promptly return the Operator Equipment or notify Operator to schedule retrieval by Operator. If Subscriber does not promptly return the Operator Equipment or schedule retrieval, Operator may enter any premises where the Operator Equipment may be located for the purpose of disconnecting and retrieving the Operator Equipment. Failure of Operator to remove its Operator Equipment shall not be deemed an abandonment of the Operator Equipment. Subscriber will pay the expense incurred by Operator in any retrieval of the unreturned Operator Equipment from Subscriber. Operator may charge Subscriber a continuing monthly fee until any remaining Operator Equipment is returned, collected by Operator or fully paid for by Subscriber in accordance with Section 5(d). The current fee is listed in the list of charges on the price list or can be provided on request.
- d) If the Operator Equipment is damaged, destroyed, lost or stolen while in Subscriber's possession, Subscriber shall be liable for the cost of repair or replacement of the Operator Equipment. If the Operator Equipment is not returned to or retrieved by Operator as described in Section 5(c) upon termination of the Telephone Service, Subscriber will pay Operator, on demand, the amount specified in the then-current price list for the replacement cost of the Operator Equipment without any deduction for depreciation, wear and tear or the physical condition of such Operator Equipment. Subscriber agrees that if he/she fails to return the Operator Equipment, Operator can charge Subscriber's bank or credit card or account (if debit authorization has been obtained from Subscriber) the amounts described in Sections 5(c) and 5(d), in addition to any other remedies or collection efforts. If Operator is charging a security deposit, the obligations of Operator regarding such security deposit shall be governed by the terms of the deposit receipt provided by Operator to Subscriber at the time the deposit is collected.
- e) Upon termination of the Telephone Service, subject to applicable law and regulation, Operator may, but shall not be obligated to, remove any cabling installed by Operator on Subscriber's premises.

## **6. SOFTWARE.**

- a) To the extent any Software is licensed by Operator, such Software is provided for the limited purpose of facilitating Subscriber's use of the Telephone Service as described in this Agreement. Subscriber will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. Subscriber will return or destroy all Software provided by Operator and any related written materials promptly upon termination of the Telephone Service to Subscriber for any reason.

## **7. SUBSCRIBER CONDUCT.**

- a) Unless specified otherwise in your Service Agreement, you agree to use the Service only for personal and non-commercial purposes; however, you are permitted to use the Service to make business calls that are incidental to your personal and non-commercial use of the Service. You expressly agree not to use the Service for dial-up Internet service to a long distance number, auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal calling patterns. If we determine, in our sole discretion, that your Service is being used for any of the aforementioned activities or in the event of an excessive number of calls, we reserve the right to terminate the service immediately and without Notice or to assess additional charges for each month in which excessive usage occurred.
- b) Subscriber will not resell or redistribute (whether for a fee or otherwise) the Telephone Service, or any portion thereof, or otherwise charge others to use the Telephone Service, or any portion thereof.
- c) The Telephone Service shall not be used for any unlawful purpose or for any use as to which Subscriber or user has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- d) Operator may require Subscriber to immediately shut down its transmission of signals if said transmission is causing interference to others.
- e) Subscriber may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Operator. Operator will permit a Subscriber to transfer its existing Service to another entity if the existing customer has paid all charges owed to Operator for regulated communications services. Such a transfer will be

treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as set forth in the price list and any applicable tariff(s) shall apply.

#### **8. REVIEW AND ENFORCEMENT.**

- a) Operator may suspend Subscriber's account, or cancel Subscriber's account with notice as required by applicable law if Operator determines in its discretion that Subscriber has violated this Agreement. Operator reserves the right to suspend or terminate the Telephone Service to Subscriber for a single violation of this Agreement.
- b) If Subscriber's account is suspended, Subscriber will not be charged for that period of time. If Subscriber's account is canceled, Subscriber will be refunded any prepaid fees minus any amounts due Operator.
- c) Subscriber agrees that Operator shall have the right to take any action that Operator deems appropriate to protect the Telephone Service or Operator's facilities and Operator Equipment.

#### **9. SUPPORT: SERVICE AND REPAIRS.**

- a) Operator will repair damage to or, at Operator's option, replace Operator Equipment, and otherwise attempt to correct interruptions of the Telephone Service, due to reasonable Operator Equipment wear and tear or technical malfunction of the system or network operated by Operator, at Operator's expense. The Subscriber Materials contain details on contacting Armstrong for this support. Armstrong has no other responsibility for support, maintenance or repair of any equipment, software or service, whether provided by a third party or Subscriber. For assistance with other technical problems, Subscriber should refer to the Subscriber Materials or any applicable tariff(s) for the Telephone Service. If any other support services are available from Operator, such services will be at additional charges as described in Operator's price list and any applicable tariff(s).

#### **10. SERVICE INTERRUPTIONS; FORCE MAJEURE.**

- a) Interruptions in Service that are not due to the negligence of or noncompliance with the provisions of this Agreement and/or any applicable tariff(s) by Subscriber or the operation or malfunction of the facilities, power, or equipment provided by the customer will be credited to the customer in accordance with the credit policy set forth in the price list and any applicable tariff(s) for the part of the service that the interruption affects. Any such credit will be refunded on the next practicable bill for the Telephone Service issued by Operator to Subscriber. The Operator Parties shall have no liability, including as set forth in this Section 10, for interruption of the Telephone Service due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

#### **11. TRANSFER OF YOUR PHONE NUMBER(S)**

- a) Switching to Armstrong from Another Provider: If you are switching to our Service from another service provider, you may transfer your existing phone number (if any) to our Service, provided that:
  - (i) You request the phone number transfer when you place your order for our Service;
  - (ii) Your current service provider releases your existing phone number, at our request, without delay or charge;
  - (iii) Transfer of your existing phone number to our Service would not, in our view, violate applicable law or our processes and procedures;
- b) Switching from Armstrong to Another Provider: To transfer your phone number from Armstrong to another service provider, you must terminate Service and place the transfer order through your new service provider (and not through Armstrong). Armstrong will release your phone number to your new service provider, provided that:
  - i) Your new service provider requests the transfer upon termination of your account;
  - ii) Your new service provider is willing to accept transfer of the phone number without delay or charge; and
  - iii) Transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

#### **12. DISCLAIMER OF WARRANTY: LIMITATION OF LIABILITY.**

- a) Subscriber agrees that the telephone service is provided by operator on an "As is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose, other than those warranties that are implied by, and incapable of exclusion, restriction, or modification under, the laws applicable to this agreement. Operator makes no warranty that the telephone service will be uninterrupted or error free. Subscriber further agrees that all use of the telephone service is at subscriber's sole risk. Without limiting the foregoing: none of the operator parties makes any warranties as to the security of subscriber's communications via operator's facilities or the telephone service, or outside the service to the Internet, or that third parties will not gain unauthorized access to or monitor subscriber's computer(s) or

phone communications. Subscriber agrees that none of the operator parties will be liable for any such unauthorized access. Subscriber has the sole responsibility to secure subscriber's computer and phone communications.

- B) Subscriber understands that the installation, use, inspection, maintenance, repair, replacement or removal of the telephone service, equipment and soft-ware may result in damage to subscriber's computer(s) or other hardware, including software and data files stored thereon. Subscriber shall be solely responsible for backing up all existing computer files prior to the performance of any of the foregoing activities. None of the operator parties shall have any liability, and each expressly disclaims any responsibility whatsoever, for any damage to or loss or destruction of any software, hardware, data or files.
- C) Except for the refund or credit as expressly provided in sections 8(c) and 9 respectively, in no event (including negligence) will any operator party or any person or entity involved in providing the telephone service or equipment be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the telephone service, including the use or inability to access emergency 911 services and alarm monitoring services, any action taken to protect the telephone service, or the breach of any warranty.
- D) Subscriber hereby acknowledges that the provisions of this section 12 shall apply to all services included in, or accessible through, the telephone service, and are for the benefit of, and may be enforced by, all of the operator parties.
- E) The limitations in this section 12 shall apply where we make available a directory listing and/or publication option. If (i) any phone number for which you have requested unlisted status is published in any directory; (ii) any phone number for which you have requested non-published status is included in any directory, any directory assistance database, or is otherwise disclosed to any unauthorized person; (iii) any phone number which you requested be published or listed in any directory or directory assistance database is not so published or listed, and/or (iv) any published or listed phone number contains material errors or omissions, then the total liability of Armstrong, its officers, directors, employees, and affiliates, its/their agents, and any other provider in connection with the described error or omission shall not in the aggregate exceed the monthly charges, if any, which you have actually paid to Armstrong to list or not to list or to publish or not publish the number for the affected period. You shall hold Armstrong, its officers, directors, employees, and affiliates, its/their agents, and any other provider who furnishes services to you in connection with this agreement harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the errors and omissions described above.

### **13. INDEMNIFICATION.**

- a) Subscriber agrees to defend, indemnify and hold harmless the Operator from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Telephone Service by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Operator to Subscriber.

### **14. PRIVACY.**

- a) Subscriber's privacy interests, including Subscriber's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice delivered to Subscriber by Operator, which is incorporated herein by reference. Subscriber acknowledges receipt of the Subscriber Privacy Notice.
- b) Operator may collect (whether automatically or otherwise) and share (with other Armstrong entities) information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Subscriber that Operator may acquire as a result of the provision of the Telephone Service. Subscriber hereby expressly consents to the collection by, and sharing between, Operator and other Armstrong entities of such information.
- c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Operator shall have the right (except where prohibited by law notwithstanding Subscriber's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Subscriber hereby consents to such actions or disclosures.

### **15. ARBITRATION.**

- a) Any controversy or claim arising out of or related to this agreement (but not any claims arising out of commercial activities or the theft or other unauthorized receipt of any Armstrong service on the part of subscriber) shall be resolved by binding arbitration commenced within one year under the then-current commercial arbitration rules of the American arbitration association (or any consumer rules adopted by the American arbitration association to which both parties agree), except that either party may seek equitable or injunctive relief only in an appropriate court of law or equity. No claim subject to arbitration under this agreement may be combined with a claim subject to resolution before a court of law or equity. The arbitrability of disputes shall be determined by the arbitrator. Any award of the arbitrator shall be in writing and shall state

the reasons for the award. Judgment upon an award may be entered in any court having competent jurisdiction. The arbitrator shall not have the power to award any damages in excess of the applicable limits set forth in or excluded under sections 10 and 12 of this agreement. The federal arbitration act, 9 U.S.C. Sections 1 to 16, shall govern the interpretation and enforcement of this paragraph. Each party shall bear its own expenses and the cost of arbitrator(s) shall be shared except that subscriber may recover his/her filing and arbitrator(s) fees if subscriber is the prevailing party. The parties expressly waive any entitlement to attorneys fees or punitive damages to the fullest extent permitted by law. Consolidated or class action arbitrations shall not be permitted. The arbitrator shall not have the power to order prehearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents at the hearing.

**16. ENTIRE AGREEMENT.**

a) This Agreement, the accompanying work order, Commercial Service Agreement, any Terms of Use or other rules now or hereafter specified by Operator for the Telephone Service, and any price list(s) and/or any applicable tariff(s) on file with the applicable state utility commission shall constitute the entire agreement between Operator and Subscriber with respect to the subject matter hereof, and supersedes all previous written agreements between Operator and Subscriber with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Subscriber's cable television or cable modem service with Operator shall remain in full force and effect. Acceptance of the Telephone Service shall constitute acceptance of the terms and conditions herein.

**17. TERM.**

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

**18. INTERPRETATION: SEVERABILITY.**

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

**19. CONSENT TO ELECTRONIC NOTICE.**

a) Unless otherwise specified, all notices required or contemplated hereunder will be provided by Operator by such means as Operator shall determine in its discretion. Without limiting the foregoing, Subscriber agrees that Operator may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by electronic means (e.g., email or online posting), except as prohibited by applicable law.

**20. WAIVER.**

a) Failure by Operator to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

**21. MISCELLANEOUS.**

a) Armstrong may assign its rights and obligations under this Agreement, without Notice, to (i) any affiliate of Armstrong; (ii) to any party (or its affiliate) acquiring all or substantially all of the assets, by merger, or otherwise, of Armstrong or any affiliate of Armstrong; or (iii) to any person or entity purchasing or otherwise acquiring the affiliated Armstrong video system serving the Premises. You may not assign or transfer this Agreement without Armstrong's prior consent.

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