

Eagle Broadband Terms and Conditions of Services

Promotional Pricing Terms and Commitments

Promotional pricing is guaranteed for the terms set forth in the promotion. At the end of the promotional period, current rates will apply. Additional charges apply for equipment, taxes and fees, including, without limitation, regulatory recovery and broadcast retransmission fees. Such charges and fees are subject to change during and after the promotion. Savings based on rate card pricing. After 12 months, or if any service is canceled or downgraded, regular rates apply. May not be combined with other offers. This offer is available to new customers subscribing to primary services – TV, Internet or Phone. Offer is also available to an existing single-service residential customer when adding additional primary services.

Lifetime Offers may include special monthly pricing on services, associated items available with your purchase of services, and unique savings and performance capabilities. Lifetime price locks are void if the customer makes changes to the existing service or account. This includes, but is not limited to: (1) One offer per residential customer. (2) Changes in service account address – price lock may not be valid if customer moves, even if the move is within an Eagle service area. (3) Customer must continue to subscribe to qualifying service(s) and remain in good credit standing for the duration of the promotion to receive full discount. Discounts will be discontinued at any time during the promotional period, if any promotional requirements are not in compliance with offer. Offers may not be combined with other promotional offers or discounts.

Unlimited Phone applies to calls placed in the continental U.S. only, and excludes Hawaii, Alaska, U.S. territories and international calls. Services are nontransferable to a third party. If services are transferred to a different residential address, all fees and charges for such will be applicable. Taxes and fees are set by the FCC and other government agencies, and may change on a quarterly basis. These 24-month offers are available in Eagle Broadband' wired service areas. Certain restrictions may apply.

In certain regions, in addition to our standard plans, we offer thirty-day pre-paid plans for Internet service. If you subscribe to one of these plans, your Internet service will remain active for thirty days, beginning the day of the initial payment.

Eagle High Speed Internet Acceptable Use Policy

Eagle Broadband Investments, LLC and its local affiliates and/or distribution partners (collectively "Eagle") are pleased that you have chosen Eagle High Speed Internet

Service ("Service"). Our goal is to provide you with an enriched, high-quality Internet experience. This Acceptable Use Policy ("AUP" or "Policy") outlines acceptable use of the Eagle Broadband High Speed Internet Service ("Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the Eagle Broadband Residential Services Subscriber Agreement or Eagle Broadband Business Services Subscriber Agreement, as applicable (the applicable agreement is referred to herein as the "Subscriber Agreement"). All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Subscriber Agreement.

EAGLE BROADBAND MAY REVISE THIS ACCEPTABLE USE POLICY (the "Policy") FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE EAGLE WEB SITE AT <http://www.eaglecom.net> (OR ANY SUCCESSOR URL(S)). ALL REVISED COPIES OF THE POLICY ARE EFFECTIVE IMMEDIATELY UPON POSTING. ACCORDINGLY, CUSTOMERS AND USERS OF EAGLE HIGH-SPEED INTERNET SERVICE SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THIS POLICY TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. In the event of a conflict between any subscriber or customer agreement and this policy, the terms of this policy will govern.

ALL QUESTIONS REGARDING THIS POLICY AND COMPLAINTS OF VIOLATIONS OF IT BY EAGLE CUSTOMERS AND USERS CAN BE DIRECTED TO customercare@eaglecom.net .

Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Violation of any term of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Eagle account.

1. Prohibited Activities. You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- Harm to Minors. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.

- Post, transmitting it, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancel bot, or other harmful feature.
- Access or use the Service with an IP address other than the dynamic Internet Protocol ("IP") address assigned to you which adheres to dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.
- Modify any cable modem connected to the Eagle network, regardless of whether the modem is owned by you or leased from Eagle, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. Eagle may work with law enforcement if any such theft or fraud occurs.
- Modify the MAC address of any modem connected to the Eagle network.
- Collect or store personal data about other users.
- Use an IP address not assigned to you by Eagle.
- Violate any other Eagle policy or guideline.
- Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.

2. Intellectual Property Infringement. You may not use the Service to post, copy, transmitted it, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, moral rights, or propriety rights of any party. Eagle assumes no responsibility, and you assume all risk regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

3. User Content. You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Eagle reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that Eagle deems, in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable.

4. Commercial Use. The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell the Service or otherwise make the Service available for use to persons outside the Premises (for example, through a wireless home network). You agree not to use the Service for operation as a de facto Internet service provider, or for any other business enterprise (whether for profit or non-profit), including, without limitation, IP address translation or similar facilities intended to provide additional access. For commercial Internet service please contact Eagle Business Services.

5. Servers. You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Eagle.

6. Misuse of Service. You may be held responsible for any misuse of the Service that occurs through your account or IP address, even if the misuse was inadvertent. You must therefore take precautions to ensure that others do not gain unauthorized access to the Service or misuse the Service, including conduct in violation of this AUP.

7. Hacking/Attempted Unauthorized Access. You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

8. Security. You are solely responsible for the security of any device connected to the Service, including any data stored on that device. You are responsible for implementing appropriate security precautions for all systems connected to the Service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions. You are responsible for enabling the security of any wireless (Wi-Fi) networks connected to the Service. Any wireless network installed by the customer or an Eagle representative that is unsecured or "open" and connected to the Eagle network is prohibited. You authorize Eagle to use technology to detect unsecured wireless networks associated with your use of the Service. If Eagle determines that you are using the Service via an unsecured wireless network, Eagle will notify you to enable the Security on the Wi-Fi device.

9. Disruption of Service. You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

10. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spam bot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend the Service if we detect a harmful program in order to allow you to take measures to stop the harmful program.

11. Electronic Mail. You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference Eagle in the header or body of an unsolicited email, or list an IP address that belongs to the Eagle network in any unsolicited email. Further, you may not take any action which implies that Eagle is the sponsor of any unsolicited email even if that email is not sent through the Eagle network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Eagle deletes them as part of its normal policies and procedures. There is no obligation for Eagle to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

12. Bandwidth, Data Storage and Other Limitations. Eagle offers multiple packages of Service with varying speeds, features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limits of Service that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in Eagle's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Eagle's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network

services. If your bandwidth usage exceeds the amount included in your Internet package, Eagle may suspend the Service or require you to upgrade the Service to a higher package and/or pay additional fees. In extreme cases, Eagle may terminate the Service after providing adequate notice and opportunity for you to modify your bandwidth usage.

13. Conflict. In the event of a conflict between the Subscriber Agreement and this AUP, the terms of the Subscriber Agreement will prevail.

14. How to Contact Eagle. For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact Eagle at one of the following:

- Email: customer@goeagle.com
- Phone: (785)625-4000
- U.S. Mail: Eagle Broadband
1007 West 27th Street
Hays, KS 67601

Subscriber Agreement

EAGLE BROADBAND - RESIDENTIAL SUBSCRIBER AGREEMENT

This is your Subscriber Agreement (“Agreement”) with Eagle Broadband, INC (“Eagle Broadband,” “Eagle”, “we,” “us,” “our”). It sets the terms and conditions under which residential customers (“Customer,” “you,” “your”) will be provided Eagle Broadband Video, Internet and Phone services (“Service/Services”). Phone and Internet Services may be referenced as “Wired Phone Service” or “Wired Internet Service,” respectively, if provided over Eagle Broadband wired cable plant, and “Wireless Phone Service” or “Wireless Internet Service,” respectively, if provided over Eagle Broadband wireless network. All other reference to Phone or Internet Services apply to both wired and wireless platforms.

WHEN YOU ENROLL IN, USE, OR PAY FOR THE SERVICES, YOU AGREE TO THE PRICING, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE PRICING OR TO ANY TERMS OR CONDITIONS, CANCEL THE SERVICES IMMEDIATELY BY CALLING US ON OUR CUSTOMER SERVICE LINE DURING NORMAL BUSINESS HOURS.

GENERAL TERMS AND CONDITIONS

1. Installation Fees and Deposits. Installation fees for each level of service and deposits on Eagle Broadband Equipment (as defined below) are payable in advance, or prior to, activation or installation of the Services at your service location. Thereafter, all payments for Services are due and payable 30 days from the issue date of the bill.

2. Billing and Payment.

(a) Billing Commencement Date. Your Billing Commencement Date begins the day your Services are installed at your service location. The fees and charges for these Services will begin to accrue on this date.

(b) Billing Procedure. You will be billed monthly, in advance, for recurring service charges, equipment charges; fees and non-recurring charges are billed in arrears. All charges are due by date specified on the billing statement for each period or immediately upon receipt for past due balances. In addition, you must pay before the installation of any or all Services, the first month's service charges, equipment charges, applicable deposits and installation charges. The first bill may include pro-rated charges from the date Services began, as well as monthly recurring charges for the next month and any charges for non-recurring Services you receive. If a partial payment of any bill is made, Eagle Broadband will apply that payment to the outstanding balance in the amounts and proportions that Eagle Broadband determines in its sole discretion. However, Eagle Broadband does not waive its rights to collect full balance owed by accepting partial payment. OTHER THAN WITH RESPECT TO EQUIPMENT CHARGES, PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED MONTHLY PERIODS. Therefore, you will not be entitled to a refund of any partially used recurring monthly service fee for the Services that have been paid by you in advance for a period subsequent to the effective date of your requested termination. You will be responsible to pay any fees, payment obligations, and taxes that become applicable retroactively.

(c) Charges. You agree to pay all charges associated with the Services, and these charges are subject to change at any time. These charges may include but not be limited to installation charges, monthly service charges, paper statement fee, charges for the use of Eagle Broadband Equipment, charges for service calls, and other charges as detailed on the bill. The current applicable charges and fees that are included in Eagle Broadband pricing lists are available at www.eaglecom.net or by calling customer service at 877-613-2453.

(d) Taxes and fees. You agree to pay any and all applicable federal, state, and local taxes levied upon us and our affiliates in connection with the sale, installation, use, or provision of the Services, and also fees that we charge in connection with governmental fees or programs, such as universal service fees, 911/E911 surcharges, franchise fees, etc.

(e) Notification of changes. We may change the fees and charges for the Services from time to time at our discretion. Unless this Agreement specifies otherwise, we will give you (30) days notice of any modifications to this Agreement. Eagle Broadband may, in its sole discretion, change, add to, or remove portions of the Services at any time without notice. If you continue to use the Services after any modification of this Agreement or the Services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must immediately stop using the Services and notify Eagle Broadband that you are terminating this Agreement.

(f) Payment by credit card. If we make available payment by credit card and you provide a credit card number to us, you thereby authorize us to charge that credit card for all

amounts payable by you to Eagle as specified in this Agreement. If Eagle does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon notification by us.

(g) Customer Care Pay-by-Phone Fee. Each time you choose to pay by phone through an Eagle Customer Representative, you agree to pay a \$3.00 fee. There is no additional fee for payments that are made through My Account on the www.eaglecom.net website, through auto draft or made in person at an Eagle Broadband office.

(h) Late Fees. You agree to pay a \$8.00 late fee in addition to all other applicable charges if you do not pay the full balance due on your account within thirty (30) days of the due date. In accordance with applicable law, if you fail to pay the full amount due for any or all of the Services provided, Eagle Broadband at its sole discretion, may suspend or disconnect any or all Services.

(i) Billing errors. Subject to applicable law, if a Customer intends to dispute a charge or request a billing credit, the Customer must notify Eagle within sixty (60) days of the date on the bill. Customer waives any disputes or credits not reported within sixty (60) days.

(j) Credit Inquiries. You authorize Eagle Broadband 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.

(k) Returned checks, charge backs, nonpayment, and collection. In the event of nonpayment, Eagle Broadband reserves the right to disconnect your Services at any time, with or without notice. You agree that if Eagle incurs collection or other legal costs as a result of nonpayment, you will be liable for the total past due amount and any returned check fees, but also for collection and attorneys' fees as well as court costs upon judgment. In order to resume Services, you must pay the past due charges in full in addition to a reconnect fee, any applicable deposits and one month's service charges in advance.

(l) Outstanding Balance Due. You agree that in the event that Eagle finds that you owe any amounts from an undisclosed prior account, Eagle may apply any funds received from Customer to such prior account, and suspend or terminate Services until all amounts are paid in full.

3. Residential use only. Unless you subscribe to a plan that expressly permits otherwise, you agree to use the Services solely in a private residence; in living quarters in a hotel, hospital, dormitory, sorority or fraternity house, or boarding house; or in the residential portion of a premises which is used for both business and residential purposes.

4. No resale. You agree and represent that you are buying the Services for your own personal use only and that you will not resell or permit another to resell the Services. You agree to ensure that all uses of the Eagle Broadband Equipment and Services

installed at your premises are legal and appropriate.

5. Eagle Broadband Equipment, software and marks.

(a) Equipment. You acknowledge that Eagle Broadband installed equipment and facilities, along with any equipment leased to you (including receivers, remote controls and power cords provided or installed with any cable television services, and any cable modem or MTA installed along with your Internet or Eagle Phone services), is for your exclusive use during your subscription and remains the property of Eagle. You agree that you will not allow the Eagle Equipment to be serviced by anyone other than Eagle employees or agents. You may not relocate Eagle Equipment. At your request, we may relocate the Eagle Equipment within your service address for an additional charge, at a time agreeable to both parties. If you change residences, you must contact Eagle for information on whether the Eagle Equipment and Services can be transferred to your new residence and what the relocation will cost. If you wish to disconnect the Services, you must contact Eagle for information on the necessary procedures and cost. You may not permit any attachments to, alteration of, or tampering with the Eagle Equipment, nor any alteration or additional use of the Services at any time. You agree that if you or Eagle terminate the Services for any reason, the Eagle Equipment must be returned within (10) days of termination in proper, undamaged working order other than reasonable wear and tear.

(b) Eagle firmware and software. The Services and Eagle Equipment, including any firmware or software that may be embedded in the Eagle Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. This license will commence upon your acceptance of the relevant Services and will terminate immediately upon the termination of the Services for any reason. Eagle and its licensors retain all rights and interests in and to any such software or firmware. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Eagle Equipment or used to provide the Services. You expressly agree that you will use the Eagle Equipment exclusively in connection with the Services. You are permitted to archive the software or re-load the software disk in its original format. All such copies must contain the same copyright notices and proprietary markings as the original software. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

If you decide to use the Services through an interface device not provided by Eagle, which Eagle reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless Eagle against any and all liability arising out of your use of such interface device with the Services.

(c) Export laws. You expressly agree to comply with all applicable export and re-export

laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of this export and re-export laws or their implementing regulations.

(d) Protection of Eagle Broadband information and marks. All Eagle Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Eagle are and shall remain the exclusive property of Eagle . Nothing in this Agreement shall grant you the right or license to use any of the marks.

6. Damage to or failure to return Eagle Broadband Equipment. In the event the Eagle Equipment is lost, stolen, damage, destroyed, or otherwise not returned promptly to Eagle , you agree to pay the current replacement cost of the equipment. We recommend that the Eagle equipment in your possession be covered by your homeowners, renters or other insurance. You understand that failure to pay the replacement charge will result in the matter being turned over to a collection agency and attorneys to pursue legal action.

7. Unauthorized use of Eagle Broadband Equipment or Services. Unauthorized use of Eagle Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. Eagle will press charges against all violators. You will be liable for all unauthorized use of the Services and for any and all stolen Services.

8. Customer Equipment

(a) Specifications. Any customer-owned or provided equipment that you use in connection with the Services (except equipment purchased from Eagle pursuant to Section 8(d) below) ("Customer Equipment") must meet Eagle current minimum technical requirements. Those requirements are posted at www.eaglecom.net (or an alternative site if we so notify you). The requirements may be revised by us from time to time without notice.

(b) No Warranty. If you install or use Customer Equipment in connection with the Services that does not meet the minimum technical or other requirements described above, you agree that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the Customer Equipment. NEITHER EAGLE NOR ANY OF ITS OWNERS, DIRECTORS, EMPLOYEES, AFFILIATES, THEIR AGENTS, OR ASSOCIATED PARTIES WARRANT THAT CUSTOMER EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NONE OF THE EAGLE PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE, INCLUDING LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM.

(c) Maintenance of Customer Equipment. Eagle shall have no obligation to provide,

maintain, or service Customer Equipment. You agree to allow us the rights to send software and/or download to Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment.

(d) Equipment Purchased from Eagle Broadband. Eagle may offer to sell equipment that you may purchase in connection with you use of the Services, such as a wireless router, switch, wireless extender or USB adaptor ("Purchased Equipment"). By purchasing the Purchased Equipment, you agree to the following terms and conditions. You agree and represent that you are purchasing Purchased Equipment solely for your own personal use of the Services and not for resale, lease or use for or on behalf of any other person or entity. Eagle shall have the unrestricted right, but not the obligation, to download and/or upgrade the software or firmware in Purchased Equipment, or to replace the Purchased Equipment with a comparable device (which does not have to be of the same model or type as the equipment that you originally purchased), at any time that Eagle , in its sole discretion, determines it is necessary or desirable. You agree to be subject to the early termination charges as described in Section 18(g) below if your service is terminated prior to the end of a minimum term of service that you agreed to in connection with Eagle subsidization of Purchased Equipment.

(e) Limited Warranty for Purchased Equipment. Eagle provides a one year limited warranty for any defects in materials or workmanship in Purchased Equipment if such defect adversely affects the performance of, or your ability to use the equipment to receive the Service. This limited warranty will expire at the earlier of one year beginning on the date you received the equipment from Eagle, the termination of your Service, or your violation of any of the terms of this Agreement. If your Purchased Equipment is repaired or replaced while this Limited Warranty is in effect, the repaired or replaced equipment will be warranted for the remaining warranty period covering the original Purchased Equipment. ALL IMPLIED WARRANTIES PROVIDED TO YOU UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF COVERAGE UNDER THIS LIMITED WARRANTY. THE WARRANTIES DESCRIBED ABOVE ARE THE ONLY EXPRESS WARRANTIES APPLICABLE TO PURCHASED EQUIPMENT. NO MANUFACTURER'S WARRANTIES APPLY TO YOUR CABLE MODEM, EVEN IF A COPY OF SUCH IS INCLUDED IN THE DOCUMENTATION PROVIDED TO YOU UPON DELIVERY OF THE PURCHASED EQUIPMENT. This warranty does not cover any cords, cabling or software embedded in, or provided in connection with the equipment; any cosmetic damage including, but not limited to, plastic surfaces or any other exposed parts that are scratched or damaged; or equipment that has had the barcode, serial number, or other identifying mark altered or removed. The warranty also does not cover any defects, damage or malfunctioning of the equipment resulting from the neglect, abuse, accident, fire, flood. Lightening or other acts of God or other events beyond our reasonable control; improper handling, operation, maintenance, transport, storage, or environmental conditions; unauthorized alterations or repairs, or use of unapproved parts in or with the equipment or incompatibility with other equipment; or improper or faulty installation. If your Purchased Equipment fails to meet the warranty

described above, Eagle will, at no charge to you, repair, replace or refund your cost for the Purchased Equipment within a reasonable time. This is your sole remedy for such failure and the manner of remedy is at the option of Eagle. All replaced parts and products will be deemed to be on an exchange basis and will become property of Eagle. Any repair or replacement of Purchased Equipment following the expiration of the limited warranty will be your responsibility.

(f) Service and Maintenance Procedures. In the event of a problem with your Service or Eagle Broadband Equipment, you should contact Eagle Technical Support at 877-625-9901. If you call outside of normal business hours, leave a complete message including your name, address, contact work and home telephone number and a description of the problem. Depending on the nature of the problem, we may at our option schedule an appointment for our Service Technician to visit your service location home, usually by the next business day. We do not charge for service calls if Eagle Equipment caused the problem. You agree to cooperate by all reasonable means to allow an Eagle representative to inspect its facilities either inside or outside the place of attachment and with its attempts to resolve a service or equipment problem. You agree that Eagle is not obligated to service any Customer Equipment, including your TV, VCR, DVD player, stereo, PC or fax equipment. In the event that Eagle determines in its sole judgment that the problem was caused by Customer Equipment, Customer negligence, lack of knowledge, Customer software, Customer installed wiring or hardware, Purchased Equipment not covered by its limited warranty, or any problem not caused by Eagle, you agree to pay for the service appointment and our reasonable charges for repair. In some cases, Eagle may decline to make the repair.

If a problem is not resolved to your satisfaction, you may write or call us with concerns or complaints. Emergencies such as fallen trees or utility poles, storms or very cold weather may interfere with the Services. Crews are promptly dispatched to correct any emergency when practical & safe. As these situations may affect a large service area, it may take several days to resume full service to the entire area.

9. LIMITATION OF LIABILITY; INDEMNIFICATION; NO WARRANTIES

(a) No warranties. THE EAGLE BROADBAND EQUIPMENT, PURCHASED EQUIPMENT, AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT FOR THE LIMITED WARRANTY FOR PURCHASED EQUIPMENT SET FORTH IN SECTION 8. NEITHER THE EAGLE PARTIES NOR THEIR SERVICE PROVIDERS (as defined below) WARRANT THAT THE EAGLE EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR, AND THAT THEY WILL NOT INTERFERE WITH OTHER THIRD-PARTY EQUIPMENT OR SERVICES.

NEITHER THE EAGLE BROADBAND PARTIES NOR THEIR SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED COMPLETELY OR IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OR

ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NEITHER THE EAGLE PARTIES NOR THEIR SERVICE PROVIDERS WARRANT, OR SHALL BE RESPONSIBLE IN SERVICES FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH CHARGES AND SHALL INDEMNIFY EAGLE FOR ALL LIABILITY IN CONNECTION THEREWITH.

(b) Limitations on liability for malfunctions and intellectual property claims. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, SHALL THE EAGLE BROADBAND PARTIES OR THEIR SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES, INCLUDING LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM, OR THE USE OR ATTEMPTED USE OF OR CUSTOMER'S RELIANCE ON OR USE OF THE EAGLE EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF THE EAGLE EQUIPMENT, PURCHASED EQUIPMENT, OR SERVICES; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE EAGLE EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

(c) Limitations on liability for directories and directory assistance. THE LIMITATIONS IN THIS SECTION 9(c) SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING 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 NONPUBLISHED 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, OR (iv) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF THE EAGLE PARTIES AND THEIR SERVICE PROVIDERS 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 EAGLE TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD THE EAGLE PARTIES AND THEIR SERVICE PROVIDERS 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.

(d) Limitations on Eagle Broadband Liability for Customer Equipment and software. Customer Equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair, and removal of the Eagle Equipment and the Services. Except for gross negligence or willful misconduct by us, none of the Eagle Parties shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by Eagle, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. Eagle makes no representation or warranty that any software or application installed on your computers or web portal does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system.

NEITHER THE EAGLE BROADBAND PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM A VIRUS OR FROM ANY ATTEMPT TO REMOVE IT.

Eagle Broadband does not represent or warrant that the installation of the special software or applications described in the preceding paragraph or access to our web portals will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER THE EAGLE PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO

OR LOSS OF ANY SOFTWARE, FILES, OR DATA. CERTAIN CONTENT MAY BE OBJECTIONABLE OR UNSUITABLE FOR MINORS. YOU ARE RESPONSIBLE FOR AND MUST EXERCISE YOUR OWN DISCRETION WHEN ALLOWING MINORS TO USE THE SERVICES.

(e) Limitations on Eagle Broadband liability for third parties. Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation their services, equipment, and infrastructure (“Service Providers”). Eagle is not responsible for the performance or non-performance of third-party services, equipment, or infrastructure, whether or not they constitute components of the Services. Eagle shall not be bound by any undertaking, representation, or warranty made by an agent or employee of Eagle or of our Service Providers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement.

(f) Customer’s Indemnification of Eagle Broadband. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE EAGLE PARTIES AND THEIR SERVICE PROVIDERS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS’ USE OF THE SERVICES OR ANY EAGLE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OR DAMAGES ARISING OUT OF (i) POSTINGS MADE USING YOUR INTERNET SERVICES, INCLUDING FOR DEFAMATION, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT INFRINGEMENT OR OTHERWISE; (ii) THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. YOU AGREE THAT EAGLE SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES OR EAGLE EQUIPMENT. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS RELATED TO THE DEFENSE OF SUCH CLAIMS.

(g) Service interruptions due to technical malfunctions and force majeure events. In the event of complete failure of a Service due to technical malfunction for 24 consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for a credit, you must request it within 30 days of the failure. THE FOREGOING IS YOUR SOLE REMEDY FOR A SERVICE INTERRUPTION. YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE MAY BE INTERRUPTIONS OF THE SERVICES DUE TO ACTS OF GOD, WAR, WEATHER, POWER FAILURES, EQUIPMENT FAILURES, OR OTHER SIMILAR EVENTS BEYOND THE CONTROL OF EAGLE . NONE OF THE EAGLE PARTIES OR THEIR SERVICE PROVIDERS SHALL HAVE ANY LIABILITY, INCLUDING AS SET FORTH IN THIS SECTION 9(g), FOR INTERRUPTIONS OF SERVICE DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL, OR FOR CLAIMS OR DAMAGES ARISING FROM SUCH INTERRUPTIONS.

(h) Customer’s Sole Remedies. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. If any of the above exclusions is found invalid, the liability of the Eagle Parties and their Service Providers is limited to the

maximum extent permitted by law.

10. Eagle Broadband Access to Customer Premise. From time to time, Eagle may need to enter the premises at which you will use the Services ("Premises") in order to install, maintain, inspect, repair, and remove the Eagle Equipment or Services. Accordingly, you authorize Eagle and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us. You warrant either that you are the owner of the Premises, or if you are a tenant, that you have the authority to allow us access to the Premises. If you are not the owner of the Premises, you agree to supply us, if we ask, the owner's name and address, evidence that the owner has authorized you to grant access to the Premises, and written consent from the owner.

11. Security Deposits. You agree that we may require a Security Deposit as a condition of service at any time, at our sole discretion based upon your payment and credit history. If you have made arrangements to have a security deposit on file with Eagle, you agree to relinquish those funds if you fail to return any piece of Eagle Equipment. You also agree that your deposit may be applied to any outstanding charges at the time of termination of the Services. If your Services with Eagle are terminated by either party, you agree to settle any other outstanding charges within 10 business days of termination.

12. Pricing. You can find more information about pricing for the Services by calling Eagle or visiting www.eaglecom.net (or at an alternate site if we so notify you). Pricing of Services may change from time to time. THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICING INCLUDED IN THE EAGLE BROADBAND THEN-CURRENT PRICING LISTS.

13. Privacy. Your privacy interests, including your ability to limit disclosure of certain information to third parties, are safeguarded by provisions of the Cable Communication Policy Act of 1984, as amended, the Communications Act of 1934, as amended, and other state and federal laws. Your rights under the foregoing law, and Eagle privacy practices, are described in the Subscriber Privacy Notice delivered to you and incorporated herein by reference. Eagle reserves the rights to change its privacy practices from time to time.

14. ARBITRATION

(a) EXCEPT FOR (i) CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW; (ii) CLAIMS BROUGHT BY EAGLE RELATED TO UNPAID CHARGES FOR THE SERVICES OR EAGLE EQUIPMENT; OR (iii) CLAIMS BROUGHT BY EAGLE FOR UNAUTHORIZED USE OF THE SERVICES OR EAGLE EQUIPMENT, ALL THREE OF WHICH MAY BE BROUGHT IN ANY FORUM, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL

ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

(b) If any clause within this Section 14 (other than the class action waiver clause) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of this Section 14 will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Section 14 will be unenforceable. In the event that this entire Section 14 is determined to be illegal or unenforceable for any reason, or if a claim is brought that is found by a court to be excluded from the scope of this Section 14, you and Eagle have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

15. Representations and Warranties of Customer. You represent and warrant that you are at least 18 years of age. You may, at your discretion, permit minors to use the Services under adult supervision. You are solely responsible for monitoring all material that is accessed by minors using your Services. You also represent and warrant that you have provided and will continue to provide to Eagle accurate, complete, and current customer information, including but not limited to your legal name, address, phone numbers, and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of this Agreement you will promptly notify us if there is any change in the information that you have provided to us in accordance with the terms of this Agreement. If you fail to provide and maintain accurate information, you thereby breach this Agreement.

16. No Relationship between Eagle Broadband and other providers. Nothing in this Agreement will create any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between Eagle and any providers of content or of backbone, network, circuit, and other technology or communications; between Eagle and any software and other licensors; between Eagle and any hardware and equipment suppliers; or between Eagle and any other third-party providers of elements of the Services. Nor will anything in this Agreement impose upon any such companies any obligations for any losses, debts, or other obligations incurred by the other.

17. Termination

(a) Term. The term of this Agreement shall commence on the applicable Billing

Commencement Date specified in Section 2(a) and shall continue thereafter until terminated as provided for in this Agreement. Service is provided on a month to month basis unless you agreed to a specified minimum term (such as at the time you place your order or purchased Equipment), in which case you agree to maintain and pay for your Service for the duration of the specified minimum term.

(b) Termination by you. You may terminate the Services at any time by notifying Eagle Broadband during normal business hours via the contact information listed in Section 18(a) below. Your liability for service charges will continue until such notice is received and verified by Eagle . Any request for service cancellation will be effective at the end of the monthly subscription service period. Access to the Services will, if possible, continue through the subscription month. Prepaid monthly equipment charges will continue to be subject to prorated refunds once the equipment is returned to Eagle . If you agreed to subscribe to the Services for a specified minimum period under a separate term agreement with Eagle, terms of that agreement shall apply until the specified period under the term agreement has expired, further, early termination charges may apply.

(c) Suspension and Termination by Eagle Broadband. We may suspend your Services or terminate this Agreement for any reason. If we suspend your Services or terminate this Agreement because you failed to comply in full with any term of this Agreement, we may do so at any time upon 7 days' notice, or upon less than 7 days' notice or without notice where permitted by this Agreement. If we suspend Service or terminate this Agreement for any other reason, we must first give 30 days' notice. If we suspend Service or terminate this Agreement for a reason other than your violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination, OTHER THAN WITH RESPECT TO EQUIPMENT CHARGES, PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED MONTHLY PERIODS. You understand and acknowledge that all Eagle Phone Services, including 911/E911, will be disabled because of termination of your account.

(d) Your Obligations upon Suspension or Termination. You agree that upon suspension of Services or termination of this Agreement you will (i) immediately cease use of the Services and all Eagle Broadband Equipment; (ii) pay in full for your use of the Services and the Eagle Equipment up to the later of the effective date of termination of this Agreement (including the remainder of any partial subscription month period) or the date on which the Services are disconnected and all Eagle Equipment has been returned; and (iii) return the Eagle Equipment to Eagle, by any method reasonably requested by us, within 10 days after termination of the Agreement. Upon our request, you will permit us and our employees, agents, contractors, and representatives to access your premises during regular business hours to remove the Eagle Equipment and other material provided by Eagle. We will conduct this removal at a time agreed on by you and us, and you will ensure that all Eagle Equipment is returned to Eagle . You may be responsible for paying an equipment return charge and any previously agreed to charges if Eagle must come to the Premises to recover the Eagle Equipment. If Eagle incurs collection or legal costs as a result of your failure to comply with this

Section 17(d), you will be liable for not only the value of the Eagle Equipment, but also for collection and attorneys' fees as well as court costs upon judgment.

(e) Reconnection. If Eagle Broadband suspends or terminates a Service for nonpayment or other violation of this Agreement, you will be required, in addition to payment of all overdue balances and other applicable charges, to pay a \$30.00 reconnect charge or trip charge (where applicable) before reconnection.. Reactivation of Services is subject to the terms of this Agreement, applicable law and our credit policies.

(f) Deletion of Customer information. Eagle and its service providers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other Customer information that is stored on Eagle or its Service Providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voicemail, data, files or other Customer information.

(g) Reimbursement of Equipment Subsidy for Early Termination. Eagle Broadband may provide discounted equipment to you in exchange for your agreement to subscribe to a Service for a specified minimum term. In such event, YOU UNDERSTAND AND AGREE THAT YOUR SERVICE PLAN PRICING, EQUIPMENT PRICING AND/OR PROMOTIONAL OFFER WAS BASED ON YOUR AGREEMENT TO CONTINUE SERVICE FOR A SPECIFIED MINIMUM TERM. If you terminate that Service for any reason, including moving outside of Eagle's service area, or if your Service is terminated by Eagle for any violation of this Agreement, prior to the expiration of such term you agree to pay to Eagle an early termination charge that reimburses Eagle for this subsidy, as determined reasonably by, prorated for the number of complete months of the term for which you paid in full for the Service. You may contact Eagle at any time to inquire as to the amount of any equipment subsidy or early termination charge that would apply upon termination at a particular time. Eagle will waive such early termination charges and refund payments made to Eagle for equipment and Service if the equipment is returned to Eagle in good working condition within 30 days of service initiation if you are not satisfied with the quality of the service and have complied with the terms of this Agreement.

18. Miscellaneous

(a) How to Contact Us. For any inquiries or notices required in connection with this Agreement, you may contact us (i) via the customer care form at www.eaglecom.net (ii) in writing at Customer Service Eagle , 2703 Hall Street, Suite 15 Hays, KS 67601, or (iii) on our Customer Service line at 877-613-2453 during normal business hours.

(b) How you will receive notices. Eagle may deliver this Agreement, updates to this Agreement, its pricing lists, or any other communications to you by sending it to you via U.S. Mail or overnight mail at your address of record, or delivering it by hand. If we give you notice, it will be considered given when deposited in the U.S. Mail or with an overnight carrier, addressed to you at your billing address or hand-delivered to you. Our

notice to you will also be effective if provided on your billing statement or by telephone, or on your Eagle email account or at any email address that you provide to us. If you are an Eagle Phone or Internet customer, we may also provide you notice by posting it at www.eaglecom.net (or an alternative site if we so notify you). Because we may from time to time notify you about important information regarding the Services, this Agreement, and related matters, you agree to check your mail, email and all postings on our website regularly and bear the risk of failing to do so. If you give notice to us, it will be deemed given when received by us at the address listed above (18a).

(c) Entire agreement. This Agreement, along with any term agreement for Services, pricing lists and additional terms found at www.eaglecom.net, and Eagle Subscriber Privacy Notice (all of which are incorporated herein by reference), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter; provided that any other special pricing agreement, or term agreement relating to Customer's Services with Eagle shall remain in full force.

(d) Acceptance of, use of, or payment for Services are acceptance of Agreement. When you enroll in, use or pay for the Acceptance of Services, you agree to the prices, terms and conditions in this Agreement.

(e) Governing law. This Agreement shall be construed in accordance with the applicable state laws. 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 laws as nearly as possible to reflect the original intentions of the Parties as set forth herein, and the remainder of the Agreement shall remain in full force and effect. 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.

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

(g) Survival of limitations. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

(h) Eagle Broadband rights and remedies. Nothing contained in this Agreement shall be construed to limit Eagle rights and remedies available at law or in equity.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO EAGLE

COMMUNICAITONS PHONE SERVICES

19. Authorization. You authorize Eagle parties and their service providers to act on your behalf for your telephony needs and serve as your local, local toll and long distance provider.

20. LIMITATIONS OF 911/E911 DIALING AND OTHER SERVICE

(a) Limitations. The Services includes the ability to place calls to emergency dispatch operators by dialing "911" ("911/E911") that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY PLACE CALLS OVER THE SERVICES. If you have any questions about 911/E911, call Eagle Customer Service at 877-613-2453.

(b) Correct Address. In order for your 911/E911 calls to be properly directed to emergency services, Eagle Broadband MUST HAVE YOUR CURRENT SERVICE ADDRESS. If you move the Services to a different address without Eagle approval, 911/E911 calls may be directed to the wrong emergency authority and may transmit the wrong address, or the Services (including 911/E911) may fail altogether.

Therefore, you must call Eagle Customer Service at 877-613-2453 at least 10 days before you move the Services to a new address. All changes in service address require Eagle prior approval. YOU UNDERSTAND AND ACKNOWLEDGE THAT EAGLE BROADBAND WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED.

(c) Network congestion or failures. Calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem.

(d) Service interruptions caused by power failures. Eagle Broadband Phone uses the electrical power from your service location. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY LOSE ACCESS TO AND USE OF THE SERVICES, INCLUDING 911/E911, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (i) IF OUR NETWORK OR FACILITIES ARE NOT OPERATING; (ii) IF ELECTRICAL POWER TO THE MTA, FIXED WIRELESS MODEM OR ATA IS INTERRUPTED AND SUCH DEVICES ARE NOT SUPPORTED BY A WORKING BATTERY BACKUP. You also understand and acknowledge that the battery backup included in the Eagle MTA may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Services will not function until normal power is restored. You understand and acknowledge that your MTA may not have battery backup or another power source of its own. WIRELESS PHONE CUSTOMERS understand and acknowledge that the

Fixed Wireless Modem and ATA Purchased Equipment DO NOT INCLUDE A BATTERY BACKUP AND CUSTOMERS ARE URGED TO ARRANGE FOR THEIR OWN BACKUP POWER SUPPLY TO THESE DEVICES.

LIMITATION ON LIABILITY: YOU ACKNOWLEDGE AND AGREE THAT THE EAGLE BROADBAND PARTIES AND THEIR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THEIR SERVICE, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE EAGLE PARTIES AND THEIR SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

21. Acceptable use. Unless you subscribe to a plan that expressly permits otherwise (such as, for example, a wireless service purchased under the name of a business), you agree to use the Eagle Broadband Phone Services only for personal and non-commercial purposes; however, you are permitted to use the Eagle Phone Services to make business calls that are incidental to your personal and non-commercial use of the Eagle Phone Services. You expressly agree not to use the Services for 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 residential calling patterns. If we determine, in our sole discretion, that your Eagle Phone Services are being used for any of the aforementioned activities, we reserve the right (i) immediately and without notice to terminate or modify the Services and (ii) to assess additional charges for each month in which excessive usage occurred.

22. Per-call and measured-call charges. Calling plans billed on a flat monthly fee basis do 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 Eagle for a completed call when the called party's line rings or after a certain number of rings. In these situations, Eagle will charge for the call as if it were answered by the called party. Consult the pricing lists at www.eaglecom.net for information on per-call charges and the timing of measured-call charges.

23. 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.

24. Third-party charges. Eagle Broadband Phone 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 charge 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.

25. Equipment

(a) Handset and wiring. In order to use the Eagle Broadband Phone Services, you are required to provide certain Customer Equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. You may attach analog telephones to the MTA or ATA equipment described below to use the Service. Eagle does not guarantee that you will also be able to attach telephones to the jacks within your premises to use the Service, but you may request our assistance in attempting to enable such use. Additional charges may apply.

(b) Equipment for Wired Phone Service. To use Eagle Broadband Wired Phone Service, you will also need a MTA certified by us as compatible with the Services as set forth in Section 8(a). You can lease an MTA from Eagle, in which case it is Eagle Equipment.

(c) Equipment for Wireless Phone Service. To use Eagle Broadband Wireless Phone Service, you must also purchase Eagle Wireless Internet Service to the same location because Eagle is technically unable to deliver the Wireless Phone Service separately.

(d) Incompatible equipment and services. You acknowledge and understand that the Eagle Phone Services may not support or be compatible with (i) Non-Recommended Configurations as defined in Section 8(b); (ii) certain non-voice communications equipment, including but not limited to alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain “dial-up” modems; (iii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units; (iv) casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; (v) 211, 311, or other x11 calling (other than 411, 511, 611, 711, and 911); and (vi) other call types not expressly set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling).

ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE EAGLE BROADBAND PARTIES AND THEIR SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE EAGLE BROADBAND EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 17.

(a) You assume the risk of high-risk activities. The Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

(b) No tampering with or relocation of equipment. You will not service, alter, modify, or tamper with Eagle Broadband Equipment or with the Services, or permit any other person not expressly authorized by Eagle to do so. You agree that the MTA and the Phone Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use such equipment or the Phone Services at another location, the Services, including but not limited to 911/E911, may fail to function or may function improperly. If you remove the Fixed Wireless Modem from your service location, Wireless Phone Service will not operate even if the ATA remains at the location. As described in Section 5 above, you must notify Eagle if you wish to relocate the MTA, ATA, or Eagle Phone Services. If you move the MTA, ATA, or Services to another location without complying with Section 5, you do so in violation of this Agreement and at your own risk.

26. Transferring your Phone Number

(a) Switching to Eagle Broadband from another provider. If you are switching to our Services from another service provider, you may transfer your existing phone number (if any) to our Services, provided that (i) you request the phone number transfer when you place your order for our Services; (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 Services would not, in our view, violate applicable law or our processes and procedures. (iv) you acknowledge and agree that if your MTA or Fixed Wireless Modem/ATA is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to such equipment. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Services; and (v) you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the MTA or Fixed Wireless Modem/ATA installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your equipment is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. If you have questions about the Port Effective Date, please contact us.

(b) Switching from Eagle Broadband to another provider. To transfer your phone number from Eagle to another service provider, you must place the transfer order through your new service provider (and not through Eagle). Eagle will release your phone number to your new service provider, provided that (i) your new service provider is willing to accept transfer of the phone number without delay or charge; and (ii)

transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

27. Regulatory limitations. You understand and acknowledge that the Eagle Broadband Phone Service may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress before federal or state regulatory or tax agencies.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO EAGLE BROADBAND HIGH-SPEED INTERNET SERVICES

28. General. You are responsible for all Internet activity and bandwidth usage originating from your or others' use of your Services, including under any screen name or password. You agree to ensure that all use of your Services complies fully with this Agreement. You are solely responsible for protecting the confidentiality of your screen names, passwords, PINs, parental controls, and other security measures, and Eagle shall have no liability for your failure to do so.

29. Equipment and software

(a) Monthly charges. The monthly charge for the Services may include rental of a cable modem and other Eagle Equipment, if applicable, to be installed at your Premises to permit connection of a PC to the Services.

(b) Installation. Eagle Broadband will install the Eagle Equipment and software, unless you request otherwise, at the prevailing rates quoted prior to installation.

30. Acceptable use

(a) Lawful purposes only. You shall use the Internet Services for lawful purposes only. You shall not post or transmit through the Internet Services any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

(b) No resale. ADVERTISING, RESELLING, REUSE, ANY SOLICITATION WITH RESPECT TO PRODUCTS OR SERVICES, USING THE SERVICES FOR OPERATION AS AN ISP OR FOR THE HOSTING OF WEBSITES OTHER THAN AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT OR ANY ADDITIONAL TERMS OF USE FOUND AT WWW.EAGLECOM.NET, OR USE OF ANY FORM OF TRANSMITTER OR WAN THAT ENABLES PERSONS OUTSIDE YOUR SERVICE ADDRESS TO USE THE SERVICES, IS STRICTLY PROHIBITED WITHOUT EXPRESS WRITTEN APPROVAL FROM EAGLE COMMUNICATIONS AND A CONTRACT FOR PAYMENT OF RELATED FEES.

(c) Copyrighted material. The Services provide access to copyrighted material,

trademarks and other proprietary information. You may download copyrighted material solely for your personal use. Except as otherwise expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material will be permitted without the express prior written consent of Eagle and, where applicable, the third party copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution or copyright notice shall be made. You may download public domain materials for your own use or non-commercial distribution.

(d) Postings. You shall not upload post or otherwise make available on the Services any material protected by copyright, trademark or other proprietary right without the express permission of the owner. You may upload public domain materials and are responsible for and assume all risks with respect to the determination of whether materials are in the public domain. You hereby grant Eagle the right to edit, copy, remove, publish and distribute any material made available on the Services by anyone using your Services (including postings to chat services, forums and bulletin boards on the Services) at any time for any reason.

(e) Subscriber lists. You give Eagle consent to use, distribute, transfer, loan, or otherwise share with other persons or entities user lists as well as aggregate information, but not contrary to any applicable laws or Eagle Subscriber Privacy Policy. Aggregate information includes demographic data, usage patterns, preferences, survey data, or other descriptive information which does not disclose the identity of any particular user. A copy of Eagle Subscriber Privacy Policy may be found at www.eaglecom.net.

(f) Enforcement of acceptable use restrictions. The provisions of this Section 30 are for the benefit of the Eagle Parties and their third party content or information service providers and licensors, and each shall have the right to assert and enforce these provisions directly on its own behalf.

(g) Additional operating policies and conditions of use:

i. You shall not impersonate any person on the system or communicate under a false name or a name that you aren't entitled or authorized to use.

ii. You shall not participate or use your Services in any way to make fraudulent offers of products, items or services.

iii. You shall not mass post the same message to any inappropriate on-line sites (junk e-mail, bombing or spamming).

iv. You shall not post or e-mail scams such as "make-money-fast" schemes or pyramid or chain letters. Nor shall you engage in these activities using the service of another ISP while channeling such activities through the Services or using the Services as a mail

drop for responses.

v. You shall not use the Services to send unsolicited advertising, promotional material or other forms of unwanted solicitation, except in areas on-line specifically designated for such communications.

vi. You shall not interfere with Eagle ability to provide Services to others, including the use of excessive bandwidth, or interfering with other users' use of the Services.

vii. You shall not transfer post or transmit files that contain viruses, worms, "Trojan Horses" or any other contaminating or destructive features.

viii. You shall not export software or technical information in violation of United States export control laws.

ix. You shall not perform any activity on the Services that constitutes a criminal offense.

x. You shall not use the Services in any manner that disrupts Services for other Eagle Customers, or which threatens to or actually causes damage to the Eagle network, or is considered to be abuse of the network (examples include "spawning" dozens of processes, consuming excessive memory of CPU for long periods).

xi. Use of any form of transmitter, router or wide area network that enables persons or entities outside your service address to use the Services, whether or not a fee is sought, is prohibited. If you use a wireless network within your service address, you must establish and use a secure password or similar means to limit wireless access to the Services to your service address.

(h) Remedial measures. Depending upon the extent of any violation of these acceptable use restrictions, Customers may receive warnings, or in some cases, have their accounts suspended. Eagle reserves the right to monitor Customers' actions when deemed necessary to troubleshoot connectivity problems or determine if there is an abuse of the Eagle Internet system.

(i) Violations of acceptable use restrictions. Violations of this Section 29 are a breach of this Agreement and in some cases may be unlawful. However, because Eagle has no practical ability to restrict conduct which violates these policies and conditions and cannot ensure prompt removal of content or immediate cessation of volatile conduct. Eagle expressly disclaims any liability to Customers or third parties for failure to enforce these policies and conditions.

(j) Investigations. In its sole discretion, Eagle may initiate an investigation and, in order to prevent further possible unauthorized activity, may suspend access to Service to the individual Account in question. Confirmation of violations may result in cancellation of the individual Account and criminal prosecution.

31. Service Speeds and Availability. You understand and agree that the actual throughput rate you may experience at any time will vary based on numerous factors, including but not limited to the condition of wiring at your location, computer configurations, Internet and Eagle network congestion and management, the time of day at which the Service is used, and the website servers you access. In addition, Wireless Internet and Phone Service are provided over radio frequencies and are available only within the operating range and limitations of radio equipment. Radio signals are subject to inherent limitations, including but not limited to blockage from the horizon or intervening terrain, structures or heavy foliage, and the effects of excess distance, multipath distortion, radio or electronic interference, and other natural or man-made conditions, as well as the availability of electrical power and interconnection with telephone and data networks. You acknowledge that Wireless Internet and Phone Service are not available in all areas and that even within the Eagle network coverage area the availability, quality, signal strength and network speeds may vary, may be lower than advertised and may be insufficient for use of the Service. You agree that any unavailability or impairment of these services is not a basis for a demand for a refund or credit or any claim against Eagle . You agree to provide Eagle with the address of where you primarily intend to use a wireless service, which will be used to determine the availability of coverage, and the address to which invoices should be sent (if different), and to promptly notify Eagle of any changes to either such address. You agree to cooperate with Eagle in connection with any remote or on-site service level verification or troubleshooting.

32. Monitoring. Eagle Broadband shall have the right, but not the obligation, to monitor the content of the Services, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any operating rules established by Eagle Broadband. Eagle shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service. Without limiting the foregoing, Eagle shall have the right to remove any material that Eagle, in its sole discretion, finds to be in violation of the provisions hereof or any operating rules established by Eagle hereafter, or otherwise to be objectionable (including indecent or obscene words or material; obstructive or disruptive communications; epithets and the like). Under no circumstances, however, does Eagle undertake any obligation to review or determine the acceptability or accuracy of any Customer postings.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO EAGLE BROADBAND VIDEO SERVICES

33. Programming availability. 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. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. 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.

34. Equipment used with video services

(a) Set-top boxes. Some models of TV receivers or video cassette recorders may not be able to receive all of the channels offered on our system. Channel compatibility problems may occur if equipment like TVs and VCRs are connected directly to the cable system. Use of a set-top box typically resolves these problems. Channel compatibility problems associated with the reception of programming that is not scrambled or encrypted programming can be resolved by using a simple converter device without descrambling or decryption capabilities. If your service is received through a set-top box, you may not be able to use special features and functions on TVs and VCRs. For example, some set-top boxes may not be compatible with TV or VCR features that allow you to view a program on one channel while simultaneously recording a program on another channel; record two or more consecutive programs that appear on different channels; or use advanced picture generation and display features such as "Picture-in-Picture."

(b) Additional set-top boxes. To independently tune additional televisions or broadcast devices, a separate set-top box may be required for each television. Each additional set-top box will be authorized to receive the same Services as your initial receiver. Eagle Broadband will charge you a monthly fee for each additional set-top box added to your account. If you desire to receive Services at two different locations, you must open a separate account for each location.

(c) CableCARDS. You may lease conditional access card ("CableCARDS") from Eagle Broadband.

(d) Available services, equipment, pricing. For more information on the Eagle Broadband Video Services, channel lineups, Eagle Equipment and pricing, please visit www.eaglecom.net or call Eagle Customer Service at 877-613-2453.

Maintenance

Eagle uses the best electronic equipment and workmanship available to provide our customers with fast internet speeds, high-quality picture and sound, and phone service. However, to consistently provide this high-quality service, our technicians must periodically test, upgrade, enhance and occasionally repair our equipment throughout our system. We make every effort to schedule all planned interruptions during non-peak hours. Our planned maintenance generally occurs between midnight and 6am local time Monday through Friday. Cable repair may cause a temporary loss of service to an entire neighborhood known as a "maintenance outage." If your service is not working properly, contact a Customer Service Representative. If we are having a maintenance outage in your area, you will be informed when you call. If the problem is not being caused by maintenance, we should know immediately if there is a problem in your area. In either case, we will work as quickly as possible to restore service.

Terms and Conditions

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT INSTALL AND/OR ACTIVATE THE EAGLE SERVICE.

Subject to credit approval, Eagle will provide all services that You, the Subscriber, request, on the following terms and conditions. All Eagle services are referred to as "Service" or "Services". If Eagle provides telephone Service in Your area, such Service will be provided through the Eagle telephone affiliate servicing Your area, and You will also be bound by that affiliate's tariff on file with the State telephone regulatory authority and/or the tariffs or other terms of service located on Eagle's website at www.eaglecom.net. If You receive Eagle's High Speed Internet Service, You will also be bound by the Eagle High Speed Internet Subscriber Agreement, and the Eagle Acceptable Use Policy, both located at www.eaglecom.net or at another URL Eagle may designate. The Services are also subject to the Annual Notice that You will receive each year, which contains, among other things, the Privacy Notice.

Eagle's Obligations:

1. Install in a workmanlike manner, the Eagle necessary equipment and materials.
2. Maintain Eagle equipment in accordance with reasonable industry standards and applicable regulations.
3. If available, You may subscribe to the Eagle wiring maintenance plan, and Eagle will install and/or maintain wiring inside Your premises ("Internal Wiring"). Otherwise, Eagle may have no responsibility for the maintenance of Your Internal Wiring.
4. Eagle has no obligation or responsibility for loss of stored content on any devices or for any damage to your devices.

Your Obligations:

1. Pay all installation, equipment, service or other charges by due date of Eagle's bill. Charges are according to Eagle's rate schedule or tariff applicable at the time Services are rendered. Monthly service rates may be subject to additional federal, state and local fees, taxes, surcharges or other charges. Fees and charges are payable in advance once service is initiated. **OTHER THAN WITH RESPECT TO EQUIPMENT CHARGES, PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED MONTHLY PERIODS.** If You or Eagle terminate Service without payment in full by the due date, Eagle may transfer outstanding balances for Services provided under this Agreement to other accounts that You have with Eagle.
2. If You fail to make timely payment, Eagle may terminate Service, remove Eagle equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law.
3. Provide Eagle's employees and representatives with a safe working environment.

4. Assume complete responsibility for improper use, damage or loss of any equipment furnished by Eagle. You shall only use the equipment and Services in accordance with the Eagle terms and conditions and in a manner that complies with applicable laws and regulations. If You use the Services or equipment in a manner that violates the Eagle terms and conditions or applicable laws and regulations, then Eagle shall have the right to immediately restrict, suspend, or terminate your Services, without liability on the part of Eagle.

5. Allow Eagle access into Your premises to install, maintain or repair, upgrade (if any), and remove Eagle equipment. Eagle personnel have Eagle identification you may request and examine. If You are not home at the time of a service call, You may authorize any other adult resident or guest at Your residence to grant Eagle access to Your premises.

6. Any attempted assignment or transfer of the Services to any other tenant or occupant or to any other location without Eagle's prior written consent is prohibited and is a breach of this Agreement.

7. If You do not own Your premises: (i) You represent that You have obtained necessary permission from the owner to install Eagle's equipment (including, without limitation, equipment attached to the outside of the premises); and (ii) You will indemnify Eagle from all claims of the owner in connection with the installation and provision of the Services.

8. Eagle may provide a modem with backup battery power for telephone service that requires a telephone cable modem to receive telephone service. That modem will remain the property of Eagle and must be returned upon disconnection of Service. In the event of a power outage, your telephone Service will continue to operate for up to eight hours with the backup battery that Eagle provides. If Eagle does not provide a modem or backup battery power for Eagle Services utilizing a telephone cable modem, you must provide it and it will remain your responsibility in all respects. If (i) the modem that supplies your telephone Service is disconnected or moved, (ii) the backup battery is not charged or otherwise becomes inoperable, or (iii) there is an extended power outage, telephone Service, including access to E911, will not be available. Eagle uses your telephone Service address to identify your location for E911 Service. To ensure that E911 dispatch receives your correct address, the telephone modem should not be moved, even inside your home. You must notify Eagle in advance if you would like to move or relocate your telephone Service.

Equipment: All Eagle Equipment and embedded Software (Equipment) provided to You by Eagle or its agent will remain the property of Eagle. Eagle shall have the unrestricted

right, but not the obligation, to install or modify the software in any of the Equipment. It is a material breach for You to copy, duplicate, reverse engineer or in any way tamper with or interfere with any Software provided to You by Eagle. You also agree:

1. To use the Equipment only for receiving Services ordered from or through Eagle. You will only use any modem embedded in a digital video box for the receipt of Eagle video Services.
2. To promptly return the Equipment to Eagle in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, immediately upon discontinuance of Service.

If You do not promptly return the Equipment or if it is damaged or encumbered, ("Unreturned Equipment"), the damages Eagle will incur will be difficult to ascertain. Therefore, You agree to pay, and Eagle may charge Your account, a liquidated damages amount equal to Eagle's reasonable estimates of the replacement costs and incidental costs that Eagle incurs; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge"). This provision and any other provision that by its nature should survive shall survive the termination or expiration of this Agreement.

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

LIMITATION OF WARRANTIES AND LIABILITY: EAGLE, ITS PARENT, AFFILIATES, EMPLOYEES, (COLLECTIVELY AND INDIVIDUALLY, THE "EAGLE GROUP") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE EQUIPMENT FURNISHED TO YOU AND/OR SERVICES PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THESE PROVISIONS MAY NOT APPLY TO YOU. THE EAGLE GROUP SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FOR ANY FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. THE EAGLE GROUP SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. NOR SHALL EAGLE BE LIABLE FOR FAILURE TO PROVIDE SERVICE IF THE CAUSE IS

DUE TO THE ACTS OF A THIRD PARTY. YOU HEREBY INDEMNIFY AND HOLD HARMLESS THE EAGLE GROUP FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (I) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT YOUR USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (II) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT; OR INJURY TO PERSON OR PROPERTY RESULTING FROM YOUR NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL THE EAGLE GROUP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. THE EAGLE GROUP'S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE MONTHS PRECEDING YOUR CLAIM.

Breach of Agreement: If You breach this Agreement, or any other agreement referenced herein, Eagle has the right to terminate this Agreement and retrieve its equipment. Eagle's failure to require Your strict performance of any term of this Agreement shall not be a waiver of Eagle's right to require strict performance of any term or condition herein.

Entire Agreement: This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Eagle and You for the subject matter hereof. Only Eagle may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

Your Internet Service Performance

Eagle provides residential and commercial customers with a variety of high-speed Internet plans from which to choose, See Exhibit A.

Eagle provisions its customers' modems and engineers its network to ensure that its customers can enjoy the speeds to which they subscribe. However, Eagle does not guarantee that a customer will actually achieve those speeds at all times. Unless a customer purchases an expensive, dedicated Internet connection, no Internet Service Provider ("ISP") can guarantee a particular speed at all times. Eagle advertises its speeds as "up to" a specific level based on the tier of service to which a customer subscribes.

The "actual" speed that a customer will experience while using the service depends upon a variety of conditions, many of which are beyond the control of an ISP such as Eagle. These conditions include:

1. Performance of a customer's computer, including its age, processing capability, operating system, the number of applications running simultaneously, and the presence of any adware and viruses.
2. Type of connection between a customer's computer and modem. For example, in-home wireless connections between the computer and the router or modem may be slower than wired connections. In-home wireless connections also may be subject to greater performance fluctuations, caused by factors like interference and congestion. Eagle recommends that customers confirm that their in-home wireless connections are able to support the speeds that Eagle's services deliver. Certain older in-home wireless connections and routers cannot perform at the speeds delivered by Eagle's higher speed tiers. Customers can lease the necessary equipment from Eagle, though even wireless routers leased from Eagle are subject to the same limitations mentioned above.
3. The distance packets travel (round trip time of packets) between a customer's computer and their final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. The Internet is a "network of networks." A customer's Internet traffic may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will most likely affect the overall speed of that Internet connection.
4. Congestion or high usage levels at the website or destination. When you access a site or particular destination that is being visited by others at the same time, you may experience a slower connection if the site or destination does not have sufficient capacity to serve all of the visitors efficiently at the same time.
5. Gating of speeds or access by the website or destination. To control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a customer's connection.
6. The performance of the cable modem you have installed. Modem performance may degrade over time, and certain modems are not capable of handling higher speeds.

Speed

Below are the Eagle speed results by Product tier:

Eagle Cable Modem

Down (Mbps)		Up (Mbps)	
Tier	Measured	Tier	Measured
1	0.9	0.512	0.4
3	2.7	1	0.9

6	5.4	1.5	1.3
10	9	2	1.8
20	19		
50	47		

Eagle Wireless

Down (Mbps)		Up (Mbps)	
Tier	Measured	Tier	Me
0.256	0.23	0.256	0.2
0.768	0.71	0.384	0.3
1	0.9	0.512	0.4
2	1.8		
3	2.7		

Again, while individual experiences may vary, these numbers represent the average customer experience for each Eagle Product Tier.

But you also can test your speeds yourself. There are other external speed tests that measure Internet performance. We have provided links to a few of these sites below for your reference. Please note, however, that all speed tests have biases and flaws. Each of these tests measures limited aspects of an ISP's speed and therefore must be seen as a guide rather than definitive measurements of performance.

- <http://www.speedtest.net>
- <http://netalyzr.icsi.berkeley.edu>
- <http://www.broadband.gov/qualitytest/about/>

Latency

Latency is another measurement of Internet performance. Latency is the time delay in transmitting or receiving packets on a network. Latency is primarily a function of the distance between two points of transmission, but also can be affected by the number and quality of the network or networks used in transmission. Latency is typically measured in milliseconds, and generally has no significant impact on typical everyday Internet usage. As latency varies based on any number of factors, most importantly the distance between a customer's computer and the ultimate Internet destination, it is not possible to provide customers with a single figure that will define latency as part of a user experience.

As discussed above, the FCC recently concluded a nationwide network performance test of the largest ISPs in the U.S., including Eagle. Latency tests were performed using User Datagram Protocol ("UDP") packet tests that measure the round trip time it took those packets to travel between a customer location and a target test node. According to the FCC's test results, the cable industry average latency was approximately 28 milliseconds, and DSL averaged 44 milliseconds. Below are the Eagle results by tier:

Eagle Tier Name	Latency
Cable Modem	40.0 ms
Wireless	80.ms

The results do not define latency as part of a particular user experience because (i) the results include time spent traversing networks not controlled by Eagle; and (2) the geographic distance between any given user and the target node may vary greatly from those employed in the FCC's broadband measurement project. But customers can test the latency characteristics of their service at <http://speedtest.net>.

Of course, this test also may incorporate limitations in a customer's home network and computers, and therefore will not necessarily reflect the performance of the Eagle network.

There are other latency tests available on the Internet. We have provided links to a few of these sites, above in the Speed Test Section, for your reference. As previously explained, however, all tests have biases and flaws, and therefore must be seen as a guide rather than definitive measurements of performance.

Privacy Policy

This is your Privacy Policy (“Policy”) with Eagle Broadband, Inc (“Eagle Broadband,” “Eagle”, “we,” “us,” “our”).

The Cable Communications Policy Act of 1984 (the “Cable Act”) contains restrictions on the collection, disclosure and retention by cable operators of personally identifiable information about subscribers to cable television or certain other services. Other federal law also may apply to some services, including the Electronic Communications Privacy Act of 1986 (the “ECPA”). This Notice informs subscribers of our policies regarding personally identifiable information we obtain in the course of providing our services that are subject to the privacy provisions of the Cable Act. Those services currently consist of our video programming service, our Internet service, and our telephone service (including our voice over Internet Protocol telephone service). Not all of these services may be available in your local cable system. Our policies are intended to conform to the requirements of the Cable Act, the ECPA and other applicable law.

Policy Overview. This Notice tells you our policies regarding:

- The kinds of personally identifiable information we collect;
- How we use that information;
- The nature, frequency and purpose of any disclosure we may make of that information and the types of persons and entities to which the disclosure may be made;
- The period during which we will keep that information;
- The choices available to you regarding collection, use and disclosure of that information, including the times and place at which you may have access to that information; and
- Certain rights you may have regarding that information.

Information is “personally identifiable” if it can be used to identify or contact an individual, such as his or her name and address or telephone number. It also includes information that links data about an individual’s activities or history to that individual, such as the combination of the individual’s name with the fact that he or she purchased a specific product online, so that someone else with access to the combined information could learn that the named person bought the particular item. Information that does not permit an individual to be identified or contacted and that does not permit information about his or her activities or history to be linked to him or her is not “personally identifiable information.”

Among other things, this means that if we separate data about your activities from your name or other data that identifies you, then that data is no longer “personally identifiable information.”

Our policies described in this Notice apply to personally identifiable information about you that you furnish to us or that we otherwise collect in the course of providing you with one of our services.

Those policies apply to such information whether we obtain it “online” (such as when you subscribe for our cable service on a Website we operate) or “offline” (such as when

you subscribe for our cable service using the telephone or a paper order form). Please note, however, that if you use a Website we operate for purposes of our cable or other services, then additional online privacy policies may apply that cover topics unique to Internet usage, such as use of “cookies.” You can review those additional online policies by clicking on the “Privacy Policy” link appearing at the bottom of the home page of the relevant Website.

Some of our services, including our Internet access service, interactive cable television programming and telephone service (including voice over Internet Protocol telephone service) allow you to interact with companies and individuals that are independent of Eagle. By using those services, you may enable these companies or individuals to independently learn personally identifiable information about you. The policies in this Notice do not apply to personally identifiable information or other information that you provide to any of these third parties or that they collect independently of us. These third parties may not be obligated to comply with Eagle privacy policies or the privacy provisions of the Cable Act. They may have their own privacy policies, but Eagle is not responsible or liable to you if such third parties do not have appropriate policies or if they fail to follow those policies.

The Kinds of Personally Identifiable Information We Collect and How We Use It.

In order to provide our services to you, we keep business records that contain personally identifiable information about you, including but not limited to the following:

- Your name, home and work e-mail and postal addresses, telephone numbers, social security number, driver’s license number, credit or debit card numbers and expiration dates and bank account information for billing purposes, payment history and credit reports;
- Depending on the services we provide to you, information on the number, location within your home and configuration of television sets, converters, cable modems, personal computers, telephones or other service-related equipment or devices in your home;
- Maintenance and repair records for the equipment in your home used for the services;
- The services and service options you select and, in the case of any service where you have a choice of whether or not to use a particular feature, program or offering, the information transmitted through our cable facilities or that you otherwise communicate to us in order to make a choice;
- Information about your satisfaction or usage of a service that we obtain from subscriber interviews or questionnaires or other feedback from you;
- A record of whether you rent or own your home so that we can obtain any permission required prior to installing our cable or equipment;
- Subscriber correspondence (via e-mail or otherwise);
- A record of any violations and alleged violations of the agreements, terms, conditions or policies that govern your use of our services; and
- Other information that we need to render a service to you or conducting our business of providing that service.

In general, we use this personally identifiable information as necessary to render our services to you, to detect unauthorized reception of cable communications and for tax, legal, accounting and other purposes related to our business of providing our services

to subscribers, including, but not limited to, the following:

- To make sure you are being billed properly and pay for the services you receive;
- To send you pertinent announcements about the Eagle services you receive;
- To improve the quality of Eagle services;
- To answer questions from subscribers such as troubleshooting; and
- To send promotional material or information to you about other products and services available from Eagle or others, subject to applicable law and any “opt-out” choice you make as described in this Notice.

Without your written or electronic consent, we may not collect this personally identifiable information about you over our cable system unless it is necessary to render a service you receive or detect unauthorized reception of cable communications. If you use Eagle Internet access service, an interactive television service or a telephone service (including voice over Internet Protocol telephone service) we provide, then as a necessary incident of providing that service, our computer systems automatically capture and store information that may include, but is not limited to, the interactive television service offerings you order using such interactive television service and the Websites you visit using such Internet access service; the dates, times and length of your Internet visits or telephone calls; the IP (Internet Protocol) address of the computer you use or e-mail addresses or telephone numbers that you communicate with; and the text of e-mail or other electronic communications you send or receive using any of these services. We use that information to provide the service, to bill and collect service-related charges, to ensure compliance with applicable law and contractual provisions and to customize our services based on the interests of subscribers and for tax, legal, accounting and other purposes related to our business of providing such services. Any personally identifiable information that may be derived from these logs is subject to the policies described in this Notice and to our obligations under the ECPA and other applicable law.

We may also combine personally identifiable information that we obtain from you in the course of our business of providing a service to you with personally identifiable information that we obtain from third parties for the purpose of creating an enhanced personal database to use in marketing and other activities.

Disclosure of Personally Identifiable Information by Us.

Under the Cable Act, Eagle may not disclose personally identifiable information about you except in certain limited circumstances.

We may disclose personally identifiable information about you with your prior written or electronic consent. As permitted by the Cable Act, Eagle also may disclose from time to time, without such consent, personally identifiable information about you if necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided to you. The kinds of persons or entities to which we may make such disclosures (to the extent permitted by the Cable Act) include, but are not necessarily limited to, the following:

- Persons or entities that control, are controlled by, or under common control with Eagle Billing services, collection agencies and credit agencies;
- Installation, repair and other contractors and subcontractors or suppliers of goods or services we use in providing a service to you;
- Sales representatives used to market our services;
- Accountants, lawyers, consultants and other professionals we or our affiliated companies use in our businesses; and
- Cable programming or content suppliers and program guide distributors.

In addition, if Eagle Broadband or its affiliates directly or indirectly transfer ownership of or an interest in all or part of the business of providing a service you subscribe for, we may disclose or transfer your subscriber records to the purchaser or other party to the extent necessary to complete the transaction or permit the purchaser or other party to continue to provide you with service after the transaction is completed. This kind of transaction could take the form of a merger, sale of stock or assets, formation of a joint venture, investment or some other structure. Information we disclose for purposes relating to billing and levels of service usage is generally provided on a monthly basis. Information for other purposes is provided as it is needed.

As permitted by the Cable Act, we may also from time to time disclose lists of our subscribers to third parties for purposes other than those referred to above. Those lists may contain your name and address, so long as we have given you the opportunity to prohibit or limit such disclosure and we do not also reveal, directly or indirectly, the extent of any viewing or other use of the services we provide to you or the nature of any transaction you make using those services. This permits us, among other things, to disclose your name and address to charities, advertisers, direct mail marketers and telemarketers for use in telephone or mail solicitations, market research or other purposes. You have the right to elect not to be included on such a list. If you do not desire to be included on any such list, you may “opt out” by contacting your local Eagle cable office (which is identified on each monthly bill you receive), or by writing to us at Eagle Broadband at 2703 Hall St., Ste 13, Hays, KS 67601. If you use Eagle Internet access service or telephone service (including voice over Internet Protocol telephone service) to send or receive an email message or other electronic communication, the ECPA permits us to access the content of those communications. It also permits us to disclose such information to an addressee or intended recipient (or his or her agent); to a person involved in forwarding such information to its destination or when it is necessarily incident to providing service or to protect our rights or property; or to any one with the consent of the subscriber or an addressee or intended recipient (or his or her agent). The Cable Act also permits us to disclose personally identifiable information about you if authorized by a court order and if you have been notified of such order. If a governmental authority seeks the disclosure of personally identifiable information under any law except (i) the ECPA or (ii) the federal “pen register/trap and trace” statute (which we refer to as the “Register/Trace Statute”), then the Cable Act may prohibit such disclosure unless the disclosure is required by a court order and the following two special requirements are met:

- you have been given the opportunity to appear and contest in court any claims made

in support of the court order sought by the governmental authority; and

- in the court proceeding, the governmental authority has offered clear and convincing evidence that you are reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in a case against you.

If a governmental authority seeks personally identifiable information about you under the ECPA or the Register/Trace Statute, the Cable Act's requirements are different depending on the nature of the information sought. If the governmental authority wants disclosure of records revealing cable subscriber selection of video programming, then we may disclose it only if authorized or required by a court order and only if the two special requirements of the Cable Act stated above are met. If, however, the government seeks any other kind of personally identifiable information, then those two special requirements do not have to be met and the government may require us to make the disclosure if authorized by the ECPA or the Register/Trace Statute. In some cases, this will mean that the disclosure may be required without a court order, without any prior notice to you that the government seeks the disclosure, without any prior opportunity for you to oppose the disclosure and without any notice that the disclosure has been made as required.

In addition to the above, if you subscribe to any of our Internet or telephony services, the ECPA permits us to disclose the contents of your e-mail or other communications to a law enforcement agency if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay. We may do so without prior notice to you, without your consent and without being required to do so by a warrant, subpoena, court order or law. Examples of situations in which we might make such disclosures are where we reasonably believe that there is an immediate risk of death, suicide or terrorist activity. The ECPA provides for other exceptional circumstances under which we may be compelled or permitted to disclose personally identifiable information about you or the content of your communications. For example, the content of your e-mail or other communications may be disclosed to law enforcement agencies if it appears to be evidence of child pornography, or was inadvertently obtained by us and appears to pertain to the commission of a crime.

The Social Security Act provides that state welfare agencies may obtain from our subscriber lists the names and addresses of individuals who owe or are owed child support and the names and addresses of their employers. The law says that this information can be obtained through an administrative subpoena issued by the state welfare agency, without a court order, and does not require that a subscriber be given notice of and the opportunity to contest the disclosure.

Sometimes, a copyright owner believes that the copyright has been infringed by an Internet user who uses an online service to post, download or otherwise use the copyrighted work without permission. The owner may know some information, such as the user's e-mail or IP address, but may not know the user's true identity. The Digital Millennium Copyright Act provides for a copyright owner to obtain a subpoena seeking

disclosure from an online service provider of the identity of a user who is believed to have infringed the copyright. Upon receipt of a subpoena, the online service provider is required to expeditiously identify the alleged infringer. Eagle will disclose personally identifiable information about you when required by law or legal process, after giving effect to the Cable Act's requirements.

Accessibility Requirements

The FCC requires television service providers to offer equipment in digital systems that is accessible for those that are hearing or visually impaired. To discuss equipment options that offer accessibility with these features or to see if these capabilities are available in your area, please contact a member of our team at 877.613.2453. For more information about these FCC requirements, please visit <https://www.fcc.gov>.