

Thank you for choosing Vyve Broadband, LLC (referred to herein, together with its subsidiaries, as "Vyve Broadband") as your video, data and/or voice service provider. This notice contains important information concerning your service. We provide this notice as a service to our customers and in accordance with applicable federal law and Federal Communications Commission ("FCC") regulations. It is important to us that you are informed about the service we provide, our products, our policies and procedures and your rights as a customer. We appreciate your business and look forward to continuing to service all your communications and entertainment needs.

Please note that the information set forth below regarding our service, installation and repair policies, billing procedures and complaint procedures is provided as a partial summary only and does not constitute all terms for our service. The complete terms of service and related policies and procedures are posted at <http://www.vyvebroadband.com/policies>. Our Residential Services Subscriber Agreement applies to residential customers and our Business Services Subscriber Agreement applies to business customers. Your continued use of our services constitutes acceptance of the terms applicable to the services as posted, as they may change from time to time. In the event of any conflict between the general terms of this notice and the service-specific terms that are contained in any other agreement you may have with Vyve Broadband, the service-specific terms shall control.

We encourage you to review the following information. If you have any questions about this notice or about Vyve Broadband's services or policies, please contact us at 1.855.FOR.VYVE if you are a residential customer and 1.844.VYVE.COM if you are a business customer.

BILLING & PAYMENT

Monthly Statements

To provide you with exceptional service, Vyve Broadband has invested in a quality customer billing and information system. This technology enables us to respond quickly and accurately when you call with questions by providing comprehensive, up-to-date data on payments and collections.

The billing and information system also provides us with important data on service calls, scheduling and potential outage situations, which enables us to provide you, our valued customer, with efficient service. Your monthly bill not only gives you a listing of your charges, payments and credits, it may also contain special messages. Please read these messages to ensure that you are up-to-date on any changes, offers and news from Vyve Broadband.

Vyve Broadband bills in advance; therefore, any changes made to your service, such as adding or removing a service or equipment, during the month will be reflected on the following month's statement. Payments received on or before the due date noted on your statement will ensure uninterrupted service. Payments that are not received by the due date will be subject to late fees. If there is a billing problem, please contact a Customer Service Representative promptly to ensure your bill does not become past due. Subject to applicable law, you must notify us of any billing errors or other requests for credits within 60 days of the date on the bill. After such date you waive all disputes and claims.

Your First and Future Bills

A customer is required to pay for the first month of service prior to installation. You should expect your next bill thirty days following installation. Please check your bills carefully to be sure that your name and address are correct, and the equipment and service you requested are accurate.

Partial Month Billing

Billing typically occurs in 28-day cycles, or longer, depending on the number of days in a month. If a service is added or deleted, the next bill may reflect a separate line item for a "partial month" of service. The "partial month" charge/credit reflects the amount from the effective date of the change to the start of the next billing cycle. For example, if a customer subscribes to a new service on the 20th day of the 28-day billing cycle, the incremental charge for the last eight days of that cycle will appear as a "partial month" charge line item on the next bill, which will be a separate line item entry from the charges incurred prior to the effective date of such service change.

PAYMENT OPTIONS

Automatic Bill Payment

Upon your written authorization, your payment can be deducted electronically each month using your credit card or bank account. Once implemented, this option continues monthly until you cancel the feature or your service is terminated. Please allow up to one billing cycle for the first automated billing draft to begin. Please note that in the event your credit card company or bank issues you a new card upon the expiration of your existing card, you will need to update your new card number and expiration date with Vyve Broadband to continue automatic deduction for payment and avoid any service interruption.

Pay by Phone

If you are a residential customer, you can use your credit card or debit card to make payments through our automated phone system. Simply call our toll-free number (1.855.FOR.VYVE) and listen for instructions and prompts. Have your printed bill and credit card or debit card handy because you will need to enter your card information, as well as your pin number, by touch-tone phone. Please note that to take advantage of this method of payment, a Customer Service Representative will first need to assist you with setting up the pin number required to access the automated system and you can only dial into the automated system from the phone number linked to your Vyve Broadband account. If you try to access the system from a number not associated with your account, it will not work. Please also note that our automated service is a free service; however, if a Customer Service Representative processes your payment over the phone, a \$4.99 service charge will apply.

Pay by Mail

For prompt processing of your payment, mail it to the address listed on your bill. Include either your current billing statement with your check or money order or note your account number on your check or money order. When paying by mail, use a check or money order, payable to Vyve Broadband. For your security, please do not send cash through the mail. Also note that we DO NOT accept temporary checks. Please do not mail your payment to an address other than the address listed on your bill. Do not send payments to your local office.

Pay in Person

In some locations, Vyve Broadband also permits you to pay your bill in person at our retail locations that can be found on your bill. Some of these payment locations may offer an after-hours deposit slot for payment. Please do not deposit cash in these after-hours deposit slots. Vyve payment center locations are also available at <http://www.vyvebroadband.com/paymentcenters>. CheckFreePay

sites will also accept Vyve payments. Local CheckFreePay site locations are available at <http://www2.datatel-systems.com/ext/client%20forms/checkfreepay.aspx>. Please note that fees may apply when payments are made at payment locations. Please also note that payments made at third-party payment locations, such as Walmart or other CheckFreePay sites, may not post to your Vyve Broadband account for up to two or three business days.

Returned or Refused Payments

Payment by check or credit card which is later returned or refused is not considered paid on a timely basis and may result in delinquency. A fee of up to \$35 applies for returned or refused payments.

Late Charges

Billed amounts not paid by the due date are delinquent and subject to a late fee. Please be advised that failure to receive a bill does not relieve the obligation to pay on a timely basis.

Non-Payment

In the event of non-payment Vyve Broadband reserves the right to disconnect your service at any time, with or without notice to you. If your service is interrupted for nonpayment, you shall be responsible for all past due amounts. Further, to reactivate your service, you must pay the past due charges in full, in addition to a reconnect fee and one month's service charge in advance. You agree that if we incur collection or other legal costs as a result of non-payment, you will be liable for the total amount past due, any returned check fees and the cost of collection (which many include, but shall not be limited to, collection agency's fees, reasonable attorney's fees and arbitration or court costs upon judgment).

DISCONNECTION

You may request that your service be disconnected at any time by notifying Vyve Broadband in one of the following ways: (i) send a written notice to the local Vyve Broadband office listed on your bill (NOTE: this address is generally NOT the same address as where you send monthly payments); (ii) send an electronic notice via our website at <http://www.vyvebroadband.com/company/contact.html>; (iii) call a Customer Service Representative during normal business hours; or (iv) in person at the front counter of your local Vyve Broadband office. To avoid further liability, you must return all Vyve Broadband equipment to your local Vyve Broadband office prior to disconnection. Your billing for service will stop when all Vyve Broadband equipment has been returned and service has been disconnected. If a refund is necessary for any prepaid monthly recurring service fees for service after the date of termination (less any outstanding amounts due to us for service, equipment or other applicable fees and charges), the check will be issued to you within 90 days following the termination. Refund checks are contingent upon the return of any and all Vyve Broadband equipment. Please provide us with your forwarding address, if applicable. In addition, Vyve Broadband reserves the right, with or without notice to you, to interrupt or disconnect your service if you fail to comply in full with our terms of service. Vyve Broadband business customers should refer to our Business Services Subscriber Agreement at <http://www.vyvebroadband.com/policies> for specific terms and conditions pertaining to certain obligations and applicable fees for early termination.

EQUIPMENT RESPONSIBILITY

Except for wiring installed inside the premises (see below for further information about inside wiring), or equipment purchased by you from Vyve Broadband, all equipment and facilities installed or provided by Vyve Broadband, along with any equipment we lease to you, is for your exclusive use only for purposes of using the service during your subscription and remains the sole property of Vyve Broadband. You agree to not allow anyone other than our employees or agents to service the Vyve Broadband equipment. You agree not to permit any attachments to, alteration of or tampering with Vyve Broadband equipment. In addition, the Vyve Broadband equipment cannot be removed from the home without the express written permission of Vyve Broadband. You agree to exercise reasonable care to prevent damage to or loss of the equipment. Fees will be assessed in the event equipment is not returned, lost, stolen, damaged or destroyed.

All Vyve Broadband equipment is provided "as is" and "as available" for your use, without warranties of any kind, whether express or implied. We will repair and/or replace defective Vyve Broadband equipment. We are not responsible for the maintenance or repair of customer-provided equipment, including but not limited to telephones, computers or modems. A service charge may be imposed upon the dispatch of a technician to repair Vyve Broadband equipment if the damage is due to negligent use or abuse or if no fault on the part of Vyve Broadband is discovered. Vyve Broadband makes no warranties with respect to Vyve Broadband equipment's compatibility with any customer-provided equipment.

MOVING

If you are moving within our service area, we will be glad to schedule an appointment to install our service at your new location. Please notify us at least 10 days prior to your move and we will arrange to transfer your service. Some fees and restrictions may apply. When you transfer your service, your account must be in current standing and any credits and charges from your previous service address will be transferred to your new account address. These credits and charges generally will appear on your next bill.

PRICING & SERVICE CHANGES

Unless otherwise provided by applicable law, Vyve Broadband will notify you 30 days in advance of any price, programming or channel assignment change. Notice of these changes may be provided on your monthly bill, as a bill insert, as a separate mailing, on our website, in the Legal Notice section of the newspaper, on our cable system's channel(s) or through other reasonable written means.

PRODUCTS, SERVICES & PRICING

Vyve Broadband provides customers with a wide selection of programming choices. A complete listing of channel line-ups was provided to you upon subscription to our service and is available upon request or at <http://www.vyvebroadband.com>. The Basic Service Tier is our lowest level of video service, and includes off-air broadcast stations and any franchise-required public, educational and government access channels. Pursuant to federal law, video customers must subscribe to Basic Service in order to access other programming choices, including other tiers of service and services offered on a per program or per channel basis. A complete list of programming choices, together with prices, terms and conditions for subscription are available in the Welcome Kit provided to residential customers upon subscription to our service and also available upon request or at <http://www.vyvebroadband.com/welcomekit>. All programming may not be available to all customers. All programming varies on a community-by-community basis and is subject to change at any time, subject to applicable law.

INSTRUCTIONS ON HOW TO USE YOUR SERVICE

Instructions on how to use your service are outlined in our Welcome Kit, which was provided to you upon subscription to our service and is available upon request or at <http://www.vyvebroadband.com/welcomekit>.

AUTHORIZED USERS

At the time you create your account with Vyve Broadband, you will be established as the authorized user for your account. You can include additional authorized users either at the time you establish service or any time thereafter. You will need to provide identification for any such authorized user. Upon installation, we require you or an authorized user to sign the work order and agree to all our Terms of Service. Any future or subsequent changes to your account, such as adding or removing services, changing equipment and scheduling service appointments, can only be made by you or an authorized user.

A NOTE ABOUT PROGRAMMING

Vyve Broadband receives programming from various broadcast and cable networks. Vyve Broadband is not responsible for the content of programs aired by these networks and may not alter the programming schedule. Programming complaints or questions should be directed to the specific cable or broadcast networks.

GENERAL DO'S & DON'TS

We install service in your home in a manner that is consistent with FCC rules. Vyve Broadband's network and equipment are designed to be safe and reliable for carrying video, high-speed Internet and telephone signals. Here are a few tips to keep it operating safely and reliably:

1. During severe electrical storms you should unplug your TV set, converter, computer and modem to avoid damage. Vyve Broadband and the TV set manufacturer are not responsible for damage that occurs due to acts of nature.
2. Remember, your converter and cable modem operate on 110 volts, so take all the precautions you would for any small appliance, such as checking to see that the cord is not worn or damaged.
3. For your own safety, and to maintain any applicable warranty, do not attempt to open or otherwise tamper with the converters or modems provided by Vyve Broadband.
4. If you have someone other than us install the inside wiring in your home, or if you do it yourself, make sure that it complies with applicable governmental regulations (such as FCC signal leakage rules) and does not interfere with the normal operations of our system and other communications systems (such as radios used by the police and fire departments) and devices.
5. Keep your TV on an "always on" electric outlet, not one that is connected to a wall switch.
6. Keep your converter turned on at all times to ensure you receive updated information and upgrades.

EMERGENCIES

Emergencies, such as fallen power lines and/or poles, violent storms or sub-freezing weather, may interfere with reception of service. We will have our crews correct an emergency situation as quickly as possible. See below regarding voice service and battery backup in case of a power outage.

COMPLAINT PROCEDURES

Vyve Broadband strives to resolve any complaints concerning its service as expeditiously as possible. If you have an unresolved complaint regarding the quality of your service or equipment, billing, or terms and conditions of service, you may call us directly using the contact number provided on your monthly bill. If, after talking with a Customer Service Representative, you are still not satisfied, you may write a brief explanation of your complaint and any actions taken and bring them to the attention of management by mailing, along with a copy of your bill, to your local Vyve Broadband office at the address identified on your bill. Please do not mail correspondence to the address listed for billing remittance. You will be contacted to discuss the complaint and we will make every effort to promptly resolve the issue. In addition, where applicable, we have identified on your monthly bill the local municipality that you may contact should we fail to resolve your complaint.

You should be aware that our Residential Services Subscriber Agreement and Business Services Subscriber Agreement each include a binding arbitration provision that precludes many types of claims from being pursued in court or as a class action and require that all claims be filed within one year. Please see the Subscriber Agreement pertaining to your service for important details. For customers with specific complaints regarding closed captioning, please submit your written complaints to the dedicated contact at the address listed on your bill for closed captioning problems or email closedcaptioningissues@vyvebb.com.

MAINTENANCE

Vyve Broadband uses the best electronic equipment and workmanship available to provide our customers with reliable service, consistently fast internet speeds and high-quality picture and sound. However, to consistently provide this high-quality service, our technicians must periodically test, upgrade and 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.

SERVICE & INSTALLATION

Vyve Broadband Customer Service Representatives are available 24 hours a day, 7 days a week to provide service for our customers; however, depending on the type of issue and hour of call, customers may be asked to leave a message for a call back on the next business day. Residential customers may contact us at 1.855.FOR.VYVE and business customers may contact us at 1.844.VYVE.COM. Telephone calls, including requests for installation and service calls, will be answered promptly and are periodically monitored and/or recorded for quality assurance and training purposes. Installation and service call appointments are scheduled in advance. Customers generally will receive a standard installation appointment within 7 business days. In most of our markets, morning and afternoon windows are available for installation and service call appointments. For your convenience, we will also call in advance of our arrival. All installations will be completed in a prompt, courteous and competent manner. Unless otherwise specified, billing begins on the date of physical installation.

It is Vyve Broadband's policy that all field employees make visible their valid employee ID card.



VyveBroadband.com

855.FOR.VYVE

By ordering service, you are implicitly granting Vyve Broadband the right to enter your property at the service address at any reasonable time to install, relocate, maintain, repair, monitor, audit, or remove any or all cable television wires, conduits, components or services. By accepting service, you also are granting Vyve Broadband any easement or rights of way needed to render service to your property. For those customers who live in a rental property, written permission will be required from the owner before work is performed. If Vyve Broadband is unable to gain reasonable access to your property, Vyve Broadband reserves the right to discontinue service. Someone over eighteen (18) years of age with a government issued picture ID must be home during any installation or repair of your service. At the time of installation, an Authorized User must be present. This will ensure a thorough and complete installation and service and will allow you to become more familiar with your service and Vyve Broadband equipment. All work is performed by fully trained technicians. If, for any reason, our installation does not meet your approval, please contact us. We generally will respond to all service calls within 24 hours of receiving your call. We will respond to all known maintenance issues immediately. Our service technicians will work to resolve any problems with customer-owned equipment over the phone. Certain other issues (such as customer education, customer-initiated issues, damaged wiring, etc.) resulting in a field service call may be subject to a service charge. Customers may be required to pay an installation fee, a deposit and one month's service fee at the time of installation. Upon installation, once per year and upon request, Vyve Broadband will notify customers of the information contained in this notice.

SERVICE INTERRUPTIONS/REFUNDS

Vyve Broadband maintains a high standard of technical operations within our systems and responds promptly to most service interruptions. If you have a service problem, please contact us immediately, as any available credit, to the extent applicable, will be issued from the date you notify us. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, equipment failures, auto accidents involving utility poles, and in some cases, loss of signal at the origination point of a program. In addition, twice a year our satellite reception is disrupted by activity from the sun. This disturbance, which affects most cable and satellite companies within the United States, occurs in Spring and Fall, due to direct alignment of the sun with the satellite and our earth stations. We will not be responsible for any failure or interruption of programming or service resulting from circumstances beyond our control. Unless otherwise provided by applicable law, if you experience a verifiable service outage for any duration of twenty-four hours or more, excluding any interruption that is scheduled or due to a power outage, inclement weather or any other event beyond our control, you are entitled, as your sole and exclusive remedy, upon request, to a prorated credit of monthly recurring charges for affected service for the period that such failure continues beyond twenty-four hours.

SIGNAL QUALITY

If you are having a problem with the signal quality of your video service, you may call us directly using the Vyve Broadband number provided on your monthly bill. In many cases, the problem can be corrected while you are on the phone. However, it may be necessary to send a service technician to your home. If, after talking with a Customer Service Representative and/or having a service technician visit your home, you are not satisfied that the problem has been resolved, you may put your complaint in writing and send it to your local Vyve Broadband office at the address included on your bill. Please do not send correspondence to the billing remittance address. You will be contacted to discuss the problem, and we will make every effort to promptly resolve the issue.

SPORTS BLACKOUTS

Professional sporting events, both local and national, may be subject to blackouts per the league's broadcast rules. Due to these blackouts, not all programming and service will be available in all areas and programming may be subject to change.

THEFT OF SERVICE

Unauthorized hookups to our service are a serious and expensive problem both for us and for our legitimate paying customers. Tampering with or altering with our system or a converter to receive unauthorized service is a Federal crime punishable by fines and/or imprisonment. We have the technology necessary to detect unauthorized hookups, and we conduct periodic system checks to ensure compliance with the Cable Communications Policy Act of 1984. This Service may only be used for lawful purposes. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat or violates export control laws.

EQUIPMENT COMPATIBILITY

Extra steps may be required for all features of our video service to work with the cable-compatible equipment present in your home or business. The following section sets forth information about when our video service is compatible with your equipment and how to use your video service. If you do not find your particular situation described in this notice, please call the number on your billing statement. We will work with you to determine the setup appropriate for your needs. Depending on where you live, Vyve Broadband provides cable services in digital format and/or analog format. Some of our services are scrambled or encrypted and require equipment from us to view, while others are made available "in-the-clear" and can be viewed on certain TVs and other devices. To view a given programming offering, you must subscribe to the appropriate package and have the necessary equipment.

Analog Services

In our markets where analog video service is available, our Basic Service is in an unencrypted format and therefore can be viewed by most TVs manufactured after October 31, 1994 without additional equipment. However, some older TVs and consumer electronic devices directly connected to our system without a set-top converter box or CableCARD™ cannot tune properly to all our Basic Service Channels. For example, older analog TV sets with mechanical tuners can typically only tune to channels VHF 2 through 13. As a result, even if you have a TV, VCR or other equipment advertised as "cable ready," it still may not be able to receive all of the channels we provide, or be able to tune in all cable channels without some interference. If any of these situations apply to your equipment, you may use a converter to enable you to receive all the unscrambled analog channels to which you subscribe. We can lease you a set-top converter box for a nominal fee or you may purchase one from a retail store (where available). To help ease the confusion about whether a TV, VCR, or other device is really "cable-ready," the Federal Communications Commission does not allow TVs, VCRs and other devices manufactured or imported for sale in the United States after October 31, 1994 to be marketed as "cable-ready" or "cable compatible" unless they meet certain channel tuning and

other performance standards.

Digital Cable Services

Most Vyve Broadband systems are all-digital and offer channels exclusively in a digital format. However, in some Vyve Broadband systems we offer a combination of channels in an analog format with the option to receive additional channels in a digital format. Please note that, in general, our digital video programming is encrypted or "scrambled" to improve customer service and assure that services are delivered only to authorized subscribers. Encrypted channels cannot be viewed without a device that can decrypt their signals, which, depending on the area in which you live, may be either a cable set-top converter box, a digital terminal adaptor (DTA) or a digital video recorder (DVR). Alternatively, you may use a CableCARD-compatible device purchased from a retail outlet (such as a TiVo® DVR) that is equipped with the CableCARD technology described below to view encrypted channels.

Cable Converters

If you have a certified "cable ready" TV or display device and live in an area where we offer analog services, you may not need a set-top converter box to receive basic signals that are unencrypted. However, some models of TVs, VCRs and DVRs – especially older TV sets that are not "cable ready" – may not receive all of the channels offered when connected directly to the cable system. In addition, in Vyve Broadband's all digital markets, generally all channels are encrypted, including those carried as Basic Services. If your TV, VCR or DVR cannot receive all of the channels you desire or the channels you want to view are encrypted, you may, depending on where you live: (i) lease a set-top converter box, DTA or DVR from Vyve Broadband at a low monthly charge or (ii) lease at a low monthly charge a CableCARD from Vyve Broadband if your home equipment is a certified CableCARD-compatible device, such as a TiVo® DVR. Please contact a Vyve Broadband Customer Service Representative for more information.

CableCARDS

Certified CableCARD-compatible TVs, DVRs, and other display devices are sold with a port for a CableCARD, which when properly configured can descramble encrypted channels and can substitute for a cable set-top converter box. However, these devices (often referred to as Unidirectional Digital Cable Product or UDCP devices) are generally only capable of processing "one-way" signals and therefore may be unable to access interactive or two-way services offered by Vyve Broadband, such as pay-per-view or the electronic programming guide. In order to access these "two-way" services, you would need to lease a two-way set-top device from Vyve Broadband. Please contact a Vyve Broadband Customer Service Representative for more information.

Special Equipment/Compatibility

When you use Vyve Broadband-provided equipment, some features on certain TVs, VCRs or other electronic devices may be limited. For example, without special additional equipment, you may not be able to use display features (such as picture-in-picture and channel review), use a VCR to record one program while viewing another, or use a VCR to record consecutive programs on different channels. We may be able to provide you with special equipment, available for lease upon request, to enable you to use these features.

A bypass switch may enable you to simultaneously record and view different programs, consecutively record programming on different channels, and use picture-in-picture. This switch is installed on the input side of your set-top converter box to permit signals to bypass the set-top converter box and be routed directly to your TV, DVR or VCR.

If you wish to receive two secure (digital encrypted) channels at the same time (so that you can watch a secure channel while recording another secure channel), a dual tuner digital video recorder set-up can be installed to facilitate this request. If such equipment is leased from us, a custom installation fee and/or a monthly fee may apply. This equipment may also be purchased from local retail outlets. Please call us for details. As new technologies and services become available, additional compatibility challenges requiring other special equipment may arise. We are committed to helping you get the most out of your video service. Please feel free to contact us to discuss the setup appropriate for your needs.

Please note that cable jumpers, signal splitters or A/B switches may cause signal degradation if they do not meet our standards. Please contact us for assistance in connecting any additional equipment to your home network. All cable connections must be properly prepared and must be properly tightened.

Parental Control

Vyve Broadband understands that there may be certain television programs available that some customers find unsuitable for members of their household. If you find any of the channels you receive to be objectionable, you can arrange for the installation of a device, or program a device you may already have, to restrict the viewability of such channels. Additionally, if you can see images or hear sound from encrypted channels to which you do not subscribe, you may request that those channels be blocked. Please contact us for details.

Compatible Remote Controls

We currently provide customers who lease set-top convertor boxes from us with compatible remote-control units. Some universal remotes may be used in place of the ones we provide. The following is a representative list of universal remotes available from retail stores that are compatible with our Pace DVRs and Motorola set-top converter boxes and DVRs:

- RCA – RCR504BR
- Phillips – SRP4004/27
- Sony – RMLVZ620

In addition, the Universal Electronics model - Pulse RF URC2068 universal remote is compatible with our Evolution DTAs and the Universal Electronics model – Two S5 URC7020 universal remote is compatible with our Evolution eDTAs (Xstream box) and whole-home solution set-top boxes.

Although these remote-control units are currently compatible with our equipment, these remotes may not be functional if we change the technology we offer. In addition, remote control manufacturers update products frequently, so these exact models may not be available at time of purchase. Most universal remotes manufactured since 2001 for sale in the United States should be compatible with our current equipment after programming them with the manufacturer instructions using Infrared functionality, but if you have questions regarding the compati-

bility of a certain remote with our service, please call us or the remote-control manufacturer.

Guide to Inside Wiring (Residential Only)

If you are a residential video subscriber, you have some options regarding the wiring located within your premises that is used to provide your video service. (Business customers with wiring-related questions should contact us directly for additional information.) "Inside wiring" (also referred to as "home wiring") consists of the cable that runs from your TV set(s) to a demarcation point, which for residential customers is located approximately twelve inches outside of your dwelling unit. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire, but does not include devices such as analog descramblers, digital set-top converter boxes, CableCARDS, A/B switches, parental lockout devices, and security devices. Pursuant to FCC regulations, residential customers have the option to acquire the inside wiring within their dwelling unit upon termination of cable service. Prior to termination of cable service, we allow our residential customers to remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of their dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your inside wiring in a way that impairs the integrity of our system (such as by creating signal leakage) or that may cause a violation of government regulations. Furthermore, you may not attach devices or equipment to the wiring that results in degradation of signal quality to you or your neighbors.

If you are a residential customer and would like us to remove, replace, rearrange or maintain the wiring inside your premises, you can choose to pay our regular hourly service charge on a per-visit basis. Residential customers also may be able to purchase our wire maintenance plan for a small monthly fee. This optional program covers most but not all inside-wiring problems. It does not cover, for example, damage to inside wiring caused by you or any third party should you attempt to undertake your own removal, replacement, rearrangement, repair, extension or maintenance of that wiring. Furthermore, we are not responsible for problems relating to the operation of customer-owned electronics equipment, which may be connected to inside wiring. We are, however, responsible for problems relating to any equipment leased from us unless caused by tampering, neglect or abuse. See http://www.vyvebroadband.com/policies for more information on our wire maintenance plan.

You also have the option of removing, repairing, rearranging or maintaining the inside wiring yourself or of hiring an outside contractor to do the work. It is important that only high quality wiring materials be used and that these materials be properly installed to avoid signal leakage and maintain signal quality in compliance with FCC technical regulations. If you choose to install, replace or repair your own wiring or to hire a third-party contractor to do it for you, we will be happy to furnish at cost the necessary wiring and connectors that will meet required technical standards or to provide you with a list of technical specifications for the equipment should you choose to purchase it elsewhere.

PLEASE NOTE: In the event that improper installation by anyone other than Vyve Broadband or the use of improper materials causes signal degradation and/or leakage, you may be responsible for the cost of rectifying the problem. Additionally, we may be required under federal law to terminate your service until the problem can be remedied.

PHONE MODEM BATTERY DISCLOSURE

To use Vyve Broadband's voice service, you will need an embedded multimedia terminal adopter (EMTA). The EMTA must be plugged into an electrical wall outlet to operate. In the event of an electrical power outage, your voice service (including your access to 911/E911 and any medical and security monitoring services that depend on it) may be unavailable if a battery backup is not installed, fails or is exhausted after several hours. The Arris Touchstone EMTA provided to you at the time of installation comes equipped with a battery backup and should provide you the ability to make or receive calls, including 911/E911 calls, when the power goes out as long as the battery lasts. In the event of a power outage, a fully charged backup battery should provide up to eight hours of standby service and approximately four hours of talk time. In this event, only your primary phone number will work.

NOTE: The inclusion of a battery backup does not ensure that the voice service will work in all circumstances. If voice services are interrupted as a result of downed cables connecting your home, cuts to other portions of our network (as can happen in the case of severe storms) or other technical problems with the network, including congestion or equipment failure, the voice service will not function until those facilities are restored.

Take Precautions. Whether it is lighting striking a transformer, or a heavy gust of wind taking out power lines, power outages can happen. In these circumstances, a functioning backup battery could provide you with additional hours of voice service. There are several steps you can take to prepare for a power outage in your home, which may help maintain voice service. Failure to adhere to these proper usage conditions will reduce both the idle and talk time available to you in an outage and the lifespan of your backup battery.

- The EMTA must be plugged into an external power source, like an electrical wall outlet, to operate.
 - Do not move the EMTA installed in your home to another location. Keep your EMTA plugged directly into a wall outlet and not connected to a power strip or electrical outlet controlled by a wall switch to ensure the EMTA's battery remains fully charged and avoid inadvertently shutting the power off to the unit. Removal of the battery from its proper place will cause it to lose its charge and you will be unable to place or receive calls during a power outage, including 911/E911 calls. If you do remove the battery, please make sure you replace it carefully and avoid bending the pins in the battery bay. If you bend the pins, the EMTA may not work on battery power. If this occurs, you must contact Customer Service to request a new EMTA. If we find that your EMTA or battery have been damaged through improper use, we may assess a charge to replace the equipment.
- A fully charged battery normally provides eight hours of standby power when used in a clean, dry and temperate environment. Standby time will be shorter for batteries that are more than two years old or if the EMTA is kept in a hot, cold or dusty environment. The actual length of time that your phone will be available during a power outage depends on many variables, including, but not limited to, the following: (i) the amount of phone usage when the EMTA is utilizing power from a backup battery; (ii) whether the backup battery is properly installed and charged, such as whether it has had an opportunity to fully recharge after a prior outage; (iii) the condition and age of a backup battery; (iv) the amount of prior usage of the battery; and (v) the type of phone connected to the EMTA, as power consumption varies.

The batteries for the EMTA cannot provide power to any external communications devices that require electricity. This means that during a power outage, cordless phones and adaptive telecommunications devices used by disabled customers (which require electricity) may not be available for use. For adaptive devices, please consult the manufacturer for options. We recommend keeping a corded (landline) phone in your home for use in the event of an outage. Corded phones do not need a separate power source to operate and can function with a battery back up by plugging the cord directly into the telephone jack on your EMTA. During a power outage, keep non-emergency calls to a minimum to prolong the life of the batteries. If the power outage lasts beyond the capability of the batteries, you will not be able to place or receive calls (including 911/E911) until power is restored. If you have a mobile phone, ensure that it is fully charged. Keep a car charger handy for situations where electrical power is not available.

- Program emergency contact numbers in your mobile phone, including the police department, fire department and hospital, as well as family members.
- Forward your calls to your mobile phone before a severe storm knocks out power.
- Avoid using Internet services to preserve battery life during an outage.

Testing and Monitoring Your EMTA's Battery. YOU ARE SOLELY RESPONSIBLE FOR TESTING, MONITORING AND REPLACING THE EMTA BATTERY ON A REGULAR BASIS.

If the battery light on your EMTA is solid, your battery is in good health and is fully charged.

If the battery light on your EMTA is blinking, your battery needs to be charged or replaced. If you have recently removed your battery and/or utilized your battery during an outage, the battery light will continue to blink until it is fully charged. Please allow eight hours for the charge to be fully restored.

If the battery light on your EMTA is out, your battery may be missing, depleted entirely, or not connected properly.

If you need technical assistance with your battery, please contact us from your mobile phone and our customer service representatives will assist you. If your battery is no longer keeping charge, you can purchase a replacement battery from the EMTA's manufacturer – Arris Touchstone. Arris Touchstone batteries may be available from retailers such as Amazon and Best Buy.

We cannot guarantee that batteries purchased from sources other than the EMTA's manufacturer will be compatible with your Arris Touchstone EMTA. You are solely responsible for any damage that results from the attempted installation or use of a third-party battery.

- Under normal operating conditions, most batteries will not need to be replaced for several years. However, factors such as age and temperature could impact battery performance. Battery performed will be diminished if not kept in dry conditions. Therefore, we recommend that you check your battery on a regular basis by unplugging the EMTA and checking for dial tone on your phone. Similar to your fire alarm, you might consider checking your EMTA battery every six months.

Warranty. If the battery in your Arris Touchstone EMTA provided to you by us upon installation is defective, Vyve Broadband will replace it for up to one year from the date of installation.

Recycle Your Used Battery.

- To protect our environment, we support battery recycling and encourages you to recycle your used backup battery properly.
- For your convenience, batteries are accepted at no charge for recycling at various locations. Please check www.call2recycle.org or **call 1-800-Battery (1-800-228-8379)** for a battery recycling location near you.
- There is no unreturned equipment charge for your old battery.

Additional Battery Information.

- All of the EMTAs provided by Vyve Broadband at this time are equipped with only one battery slot and therefore do not support an additional spare battery. You may purchase additional backup batteries from the EMTA's manufacturer to ensure continued service during power outage.
- If you are interested in obtaining backup power alternatives, such as solar chargers, car chargers or mobile charging stations, please contact your local hardware store or electronics retailer for possible options. To use these alternatives to power your Voice Service, you must provide AC power to the EMTA. Extended life batteries may also be available for purchase at your expense. Contact the EMTA manufacturer for options.
- Do not place batteries into fire, intense heat or liquids.
- Do not attempt to open or modify battery packs.
- Avoid skin contact with cracked or leaking batteries.

Important Liability Information. EMTA requires power to operate properly. You have an obligation to ensure that the equipment is connected to electrical power at all times and that you monitor the battery's health. We are not liable to you if you experience an interruption of service due to power outages, including failure due to the absence or insufficiency of battery backup power or an outage affecting our network, with the exception of any applicable service or billing credits. We do not guarantee uninterrupted voice service even to customers that have working backup batteries or other power supplies. In some instances, such as during a weather event, our network may experience other problems that would prevent normal operation of your services even if you supply backup power to your devices.