



CUSTOMER AGREEMENT

SKITTER CABLE TV, INC. (also referred to here as “Skitter”, “we”, “us”, and “our”) provide you and your household members with our cable television services (“**Services**”) on the condition that you comply with this **Customer Agreement**. This Agreement and terms, which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully. The **Customer Agreement** constitutes the entire agreement between you and us, and you are not entitled to rely on any other agreements or undertakings made by SKITTER personnel other than as set forth in this **Customer Agreement**.

- This **Agreement** contains the general terms and conditions governing your use of the **Services** and information about the **Services** you receive and SKITTER’s policies relating to such matters as billing and customer service..
- Your **Work Order(s)**. We present you with a Work Order (either in electronic or print form) when you initiate service or when we visit your home to install additional **services** or address service problems.
- **Acceptable Use Policy**. The “do’s” and “don’ts” for use of our **Services**.
- **Affiliate or Skitter Affiliate** means the telephone company or broadband service provider that is affiliated with Skitter in your community.
- **Privacy Policy** contains the terms by which we protect your personal information and what proper uses we make of such information.

By signing your Work Order or receipt (either in electronic or print form) or using our Services, you accept (in other words, agree to be legally bound by) the terms of this Customer Agreement and confirm that, by doing so, you are not violating the terms of any agreement you may have with another provider of services. Our website always contains the most current versions of our Customer Agreements. See <http://skitter.tv/contact> or contact your local SKITTER affiliate office.

THIS AGREEMENT CONTAINS A BINDING “ARBITRATION CLAUSE,” WHICH SAYS THAT YOU AND SKITTER AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION, AND ALSO CONTAINS A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST SKITTER MORE THAN ONE YEAR AFTER THE RELEVANT EVENTS OCCURRED. YOU HAVE THE RIGHT TO OPT OUT OF THESE PORTIONS OF THE AGREEMENT. SEE SECTIONS 13 and 14.

Capitalized terms used in this **Agreement** have special meanings, which are defined in Section 15 and/or in the body of this Agreement. By signing a Work Order or receipt (either in electronic or printed form) or by using our Services, you agree on your own behalf and on behalf of your household members as follows:

1. **Your Financial Responsibilities**
2. **Your Responsibilities Regarding Equipment**
3. **Your Right to Use our Services and Property is Limited**
4. **Objectionable Material and Parental Controls**
5. **If You Have Service Problems, You May Be Entitled to a Credit**
6. **We May Change our Customer Agreements**
7. **If You Violate our Customer Agreements**
8. **Our Services are Not Guaranteed and Our Liability is Limited**
9. **Your Privacy Rights and Obligations**
10. **You are Consenting to Phone and Email Contact**



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11. You are Consenting to How We Provide You with Notices and Communications
12. Unless You Opt Out, You are Agreeing to Limit the Time You Have to Bring a Legal Action
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20. SKITTER PRIVACY NOTICE

1. Your Financial Responsibilities

(a) Charges and Billing. You must pay for the Services you receive or order in accordance with our billing practices, along with any installation or equipment charges and other applicable fees and taxes. We reserve the right to change our prices and fees, and to impose new fees, charges and surcharges, including cost recovery surcharges as permitted by law. Certain of our fees are described below. Our SKITTER Affiliate is the authorized billing agent for SKITTER. Additional information regarding each of them is available from your local SKITTER Affiliate office.

(b) Promotions. If you are under a promotional offering for a set period of time, you are assured that the price you are charged for the Services will not change during that period. However, you are not assured that the Services themselves (or the Customer-Owned Equipment or Customer Use Equipment requirements) will remain the same or that SKITTER's fees for things other than the Services (like Customer Use Equipment charges, late payment fees or charges for receiving paper statements) will remain the same. As an example, we offer several different Video Service packages, each of which contains a variety of channels, and the channel lineup for each package may change from time to time. In purchasing a SKITTER Video Services package, you are not guaranteed any particular channels and you are not entitled to any compensation if any channels are removed from your video package.

(c) Late Fees. If you fail to pay your bill by the due date on your statement, we incur costs that we may pass on to you in the form of late fees and collection fees. Except where late fees are set pursuant to law, these fees are based on the aggregate costs of our collection activities and may change over time and may vary by location. You confirm that these fees are difficult to determine on an individual basis and are reasonable in light of our costs in collecting past due amounts. We are entitled to charge you interest on past due amounts.

(d) Service Suspension Fees. If we suspend any of the **Services** we provide to you by reason of your fault (for example, because you fail to pay amounts you owe us or because you violate our **Customer Agreement**), we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Services during the suspension.

(e) Bounced Checks. If your check to us "bounces" (or if your bank or payment card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may suspend



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Services and require that you pay us our standard fee. You cannot settle amounts you owe us by writing "paid in full" or any other message on your bill or check.

(f) Deposits. We may require a deposit or other guaranteed form of payment (for example, a payment card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or payment card account you have authorized us to use.

(g) Purchase Authorizations. You authorize us to accept (and charge you for) any orders or requests made from your location or using your account information. For example, if someone in your home makes a call and requests a pay channel, such as HBO, you are responsible for the resulting charges. Similarly, if you provide any person with your **SKITTER** user name and password, you will be responsible for the costs of anything they order using the information, whether from within your home or outside it.

(h) Special Offers. We are not required to notify you of offers we make available to others, or to change your prices to equal those contained in such offers.

(i) Billing Errors. You must bring any billing errors to our attention within **thirty (30)** days of the day you receive the bill or you will waive any right to (in other words, you will not be eligible to receive) a refund or credit.

(j) Governmental Fees, Taxes and Surcharges. Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what governmental fees and taxes to collect from you. You waive any right to (in other words, you are not eligible to receive) a refund of any fees or taxes that we collect from you and pay to any government or agency. You can receive a list of the fees and taxes we collect from: Skitter, Inc. 3230 Peachtree Corners Circle, Suite H, Peachtree Corners, GA 30092; Attention: Subscriber Tax Inquiries.

(l) Replacement Bank and Credit Cards. If you provide us with a credit or bank card for billing or deposit purposes and the issuer gives you a new card on the account, you authorize us to update our records and to continue to use the account as before.

(m) Third Party Claims. If a third party sues us based on your use of our Services, Equipment or Software (for example, claiming theft or copyright infringement based on something you posted on-line using our HSD Service), or based on a breach by you of any Customer Agreement(s), you will indemnify us (in other words, reimburse us) for any losses, including reasonable attorneys' fees, that we suffer.

2. Your Responsibilities Regarding Equipment

(a) Access to Equipment. You will allow us to enter your premises when you are at home to install, maintain or replace Equipment and to make sure our Services are operating and being delivered properly to you.



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(b) Repairs. After we install or remove Equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make. We have an obligation to make such repairs only if we performed our work negligently and your property was damaged as a result.

(c) Downloads. We can make changes to Equipment and Software through downloads from our network or otherwise. To deliver the Services, we may from time to time download software and make other changes to Customer-Owned Equipment, which may change the features and functionality of Customer-Owned Equipment. You represent that you have the authority to grant us access to such equipment to make such changes.

(d) Equipment Location. You may not move our Customer Use Equipment to any location other than the location where you initially received the Services without the express written consent of Skitter. This is true even if you have moved to a new location and continue to pay us for the Services.

(e) Equipment Returns. You must arrange to return the Customer Use Equipment to us in good condition when the Services are terminated and, if you fail to do so, we have your permission to retrieve the Customer Use Equipment from your premises at your expense. You are responsible for applicable fees until we receive the Customer Use Equipment. If we do not receive the Customer Use Equipment within a reasonable amount of time after the Services are terminated, we are entitled to assume that you have lost the Customer Use Equipment.

(f) Lost or Damaged Equipment. If the Customer Use Equipment is lost, stolen, damaged or tampered with, you must reimburse us (as "liquidated damages") even if you are not at fault. The liquidated damages amount for our Customer Use Equipment is available on request from your local SKITTER office. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Customer Use Equipment or the losses we could suffer if a third party improperly gained access to our Services using Customer Use Equipment we provided to you.

(g) Recovered Equipment. The **Customer Use Equipment** we provide to you always belongs to us even if you reimburse us for the cost of it. If you find or recover lost equipment, you must return it to us. You may not remove or alter our logos or other identifying information (for example, serial numbers) on the **Customer Use Equipment**.

3. Your Right to Use our Services and Property is Limited

(a) Our Services May Change. We can change the Services, or require that you obtain new Customer-Owned Equipment, or lease new or additional Customer Use Equipment from us or our Affiliate to obtain the full benefit of the Services.

(b) Features and Functionality May Differ. Our Services may operate differently depending on the equipment you use to receive them. For instance, if you choose not to lease a set-top box from us or our Affiliate, you may be unable to view all available channels for the tier of Service you receive or to perform certain two-way operations. If you use a SKITTER App running on a third party's device, you may have access to a different guide and user experience than if you use a set-top box for the Video Service. Different set-top boxes may also deliver different user experiences. Our in-home and out-of-home Services may also differ. For example, our out-of-the home wi-fi service may not provide the



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same throughput rate that our in-home HSD Service provides and our out-of-home Video Services may provide fewer channels than our in-home Video Services.

(c) Software License. We may provide you with Software as part of or to help you use our Services. We allow you to use such Software and other SKITTER intellectual property, but only to the extent necessary to use or receive the related Services. The Software and other intellectual property always belong to us and our licensors, and you do not have any ownership rights in them or any right to license them to others. We may, but are not obligated to, modify the Software, including through remote downloads to Customer Use Equipment or Customer-Owned Equipment. If we notify you that a Software update is available to you, you should promptly perform the update. If you don't, the Software, Customer Use Equipment and/or Customer-Owned Equipment may not work properly with our Services. You represent that you have the authority to grant us access to the Customer-Owned Equipment to make such modifications.

(d) Personal, Non-commercial Use Only. The Services and Software are for your reasonable personal, residential, non-commercial use only. You may not examine or manipulate the Software code. You may not share our in-home Services or related Software with any person who is not a member or guest of your household or to persons outside your premises. You may not enable any person who is not a member of your household to access our out-of-home Services or related Software (for example, by providing them with your SKITTER user name and password).

(e) Unauthorized Access. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. For example, if you establish a user name and password with us that enable you to access our out-of-home Services, you will not provide that user name and password to any person other than the members of your household. If you do, we reserve the right to revoke your access credentials or terminate the Services you receive.

(f) Theft of Service. If you knowingly access Services that you have not paid for, enable others to access Services that they have not paid for, or damage or alter our Equipment (or use Customer-Owned Equipment) in order to do so, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or criminal charges. Only SKITTER may service Customer Use Equipment. You will not allow anyone else to open, take apart or modify Customer Use Equipment.

(g) Deletion of Materials. We reserve the right, both during the term of this Agreement and upon its termination, to delete voicemail messages, email messages, call details, files and other information that is stored on our servers, systems or Equipment, in our discretion and in accordance with our storage policies. We might delete this information if, for example, the applicable Service account has gone unused for an extended period of time, if this Agreement has been terminated by you or us, or if we replace Customer Use Equipment that holds such information. Such deletions also may occur inadvertently. We will not be responsible for any loss or removal of such data or information.

4. Objectionable Material and Parental Controls

Our Services make available some material that may offend you or be inappropriate for members of your household. SKITTER provides parental controls and other tools that can filter or block access to certain video programming and Internet content. Parental controls for television are available through the Skitter set-top-box. Contact your Skitter Affiliate if you need help setting up those controls. In order to use our parental controls for video programming, you generally must lease a



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set-top box from us or use a SKITTER App that has such capabilities. The availability and effectiveness of these tools may vary. Even if you use the parental controls we provide and they work as intended, you may be exposed to materials you find objectionable.

5. If You Have Service Problems, You May Be Entitled to a Credit

(a) Service Problems. We will attempt to correct service problems caused by our Equipment or Software but we are not required to install, service or replace other Customer-Owned Equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact your local SKITTER Affiliate office.

(b) Outages and Credits. SKITTER has no liability for service interruptions except that, if you lose all Video Service for more than seventy-two (72) consecutive hours and the cause of the outage was within our reasonable control (excluding service suspensions resulting from your failure to pay amounts you owe us or for violations of our Customer Agreements), we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Service(s) interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. UNLESS PROHIBITED BY LAW, THE CREDITS DESCRIBED ABOVE WILL BE YOUR SOLE AND EXCLUSIVE REMEDY/REMEDIES FOR AN INTERRUPTION OF SERVICE(S).

(c) Force Majeure. We have no responsibility for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

(d) Applicable Laws. Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case, we will follow the law.

(e) Non-SKITTER Equipment. Our Services may not work with Customer-Owned Equipment, or other equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services even if we provide you with a CableCARD™ as recommended by the device manufacturer. To get the full benefit of our Services, you may need to lease Customer Use Equipment from us.

6. We May Change our Customer Agreement

(a) Changes May be Made Online. We may change our Customer Agreement by amending the online version of the relevant document.

(b) Effectiveness. Any change to a Customer Agreement will only become binding on you 30 days after we make that change. If you continue to use the Services following such 30-day period, you will have accepted (in other words, agreed to be legally bound by) the change. If you do not agree to the



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change, you will need to contact your local SKITTER office to cancel the Services you receive from us.

(c) Notice as to Certain Changes. We will provide you at least 30 days' notice of any material change to the provisions that limit the time to commence a legal action contained in Section 14 or the arbitration provisions contained in Section 15 of this Agreement and any such change will become effective only after such notice period has run.

(d) Changes are Prospective Only. Any change to a Customer Agreement is intended to be prospective only. In other words, the amended version of the relevant document begins to apply only as of the end of the 30-day period noted above.

7. If You Violate our Customer Agreement

(a) We Can Suspend or Terminate the Service. If we think you have violated our Customer Agreement, we have the right to suspend or terminate any or all of your Services we provide to you (including your rights to use any Software) without prior notification.

(b) Charges While Service Suspended. If we choose to suspend your Service, we may do so electronically and we may require that you pay us a fee for restoring your Service in addition to charging you the regular cost for such Service during the suspension. Service restoration fees are available from your local SKITTER Affiliate office.

(c) We Can Pursue Other Remedies. If we think you have violated our Customer Agreements, we have the right to seek compensation from you through arbitration or, if you have opted out of this Agreement's arbitration provisions as permitted under Section 15, or if we are seeking a court order that requires you to take or cease taking any action, by suing you in court.

(d) No Waiver. SKITTER does not waive (in other words, give up) any rights under our Customer Agreements just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a violation of our Customer Agreements, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

8. Our Services are Not Guaranteed, and Our Liability is Limited

(a) No Warranties. Our Services (which, for purposes of this section, also refers to our equipment and software) are not guaranteed to work, to be error- or virus-free, or to be compatible with any services, equipment or software not provided to you by SKITTER or our licensors or suppliers (including Customer-Owned Equipment). Our services are provided on an "as is" and "as available" basis. Neither we nor our licensors or suppliers make any warranties of any kind with respect to these services. This includes so-called "implied warranties" (such as those of merchantability or fitness for a particular purpose). If the law where you live says we cannot exclude certain warranties, then those warranties are not excluded.



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(b) SKITTER's and Skitter Affiliate's liability is limited. Except for the service interruption credits described in this agreement, neither we nor our Skitter Affiliate's employees, agents, licensors or suppliers will be liable to you for any losses or damages of any kind based directly or indirectly on your relationship with us or our provision of the services, whether based on breach of contract, tort (for example, a negligence or product liability claim), violation of law or regulation or any other legal theory. For example, we are not liable to you for losses or damages that result from your use or inability to use the Services, or for any losses or damages that may result from installation, use, modification, repair or removal of customer use equipment or Customer-Owned Equipment. In no event will we be required to credit you an amount in excess of your service fees for the month during which you suffer any losses or damages.

(c) Secure your communications and data. The services and the communications you make using them may not be secure. You are responsible for securing your communications and data. SKITTER will not be responsible if a third party gains access to the services, the Customer-Owned Equipment, or your communications or data.

(d) Damage or loss to your property. The services may result in damage or loss to your own services, equipment (including Customer-Owned Equipment), software and data (including your personal files). We are not responsible for any such damage or loss. This includes damage or loss resulting from software downloads or other changes or modifications that are made to Customer-Owned Equipment as contemplated in this Agreement.

9. Your Privacy Rights and Obligations

(a) Applicable Law. Your privacy interests, **including** your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Subscriber Privacy Notice which you can find at www.skitter.tv.

(b) SKITTER's Privacy Policy. In accordance with applicable law and our own practices, we give each new customer our Subscriber Privacy Notice at installation and to provide all customers with our Subscriber Privacy Notice at least annually. You may obtain the Subscriber Privacy Notice at <http://help.Skitter.com/policies.html> or from your local SKITTER Affiliate office. A copy of the Skitter Privacy Notice in effect as of the date of your receipt of this Agreement accompanies this Agreement.

(c) Information from Interactive Services. When you or members of your household use interactive features of our Services or Software, you may provide us or third parties with your personal information. For more information regarding our collection, use and disclosure of your personal information, see our **Subscriber Privacy Notice**.

(d) Exceptions. SKITTER may (but has no duty to) disclose any information that it believes appropriate to protect its rights, comply with law, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

(e) Safeguard Your Account Information. You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social



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security number or passwords that we may issue to you). If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person's use of the information and we may provide your personal information to that person as if they were you.

10. You are Consenting to Phone and Email Contact

(a) Phone Calls. We may call or text you or authorize others to call or text you on our behalf using any number you provide to us (or that we issue to you) for any purpose, including marketing of our Services. This is true even if your numbers are included on state or federal "do not call" lists. You are responsible for charges for incoming text messages on your wireless phone. However, if you ask to have your number placed on our "do not call" list, we will not call or text you (or authorize others to call or text you) at that number for marketing purposes. To have your number placed on our "do not call" list, contact your local SKITTER Affiliate's office.

(b) Robo-Calls. We (or persons acting on our behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if you do not answer.

(c) Recording of Calls. You agree that we may monitor or record your telephone conversations with us (whether we call you, or you call us). If you do not wish your telephone conversations with us to be monitored or recorded, you should conduct any business with us in person at your local SKITTER Affiliate's office.

(d) Emails. We may email you or authorize others to email you on our behalf using any address you provide to us (or that we issue to you) for any purpose, including marketing of our Services. If you ask to have your address placed on our "do not email" list, we will not email (or authorize others to email) marketing messages to you at that address. To have your address placed on our "do not email" list, contact your local SKITTER Affiliate's office.

11. You are Consenting to How We Provide You with Notices and Communications

(a) Video Lineup Changes. You authorize us to provide required notices to you regarding channel line-up changes and other changes to our Services by providing the relevant information on our website, on your monthly bill, as a bill insert, via email, in a newspaper or by any other communication permitted under applicable law.

(b) Other Notices. You authorize us to provide other notices to you using any method we determine appropriate, including by electronic means (for example, email or online posting).

(c) Other Consents. We may ask you to provide consents or authorizations, including by electronic means including email or your equipment (for instance, using your remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.



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(d) Email Address for Notice. Upon our request, you will provide us with a current email address that you regularly check so that we may provide notices and communications to you at that address. If you stop using that email address, you will provide us with a new address for such purposes.

12. Unless You Opt Out, You are Agreeing to Limit the Time You Have to Bring a Legal Action

(a) One Year Limit. You waive (in other words, give up) the right to commence any proceeding against SKITTER Of the Skitter Affiliate if the relevant events occurred more than one year earlier.

(b) Opt Out. You may opt out of the waiver set forth in this section. If you do so, the normal statute of limitations in your area will apply to any claims you may wish to assert. To opt out, you must notify SKITTER using one of the methods described in Section 14, below, within 30 days of the date that you first became subject to this provision (i.e., the date you first became subject to our Customer Agreements by signing a Work Order or using our Services or, if this Section 12 (or a predecessor version that is not materially different from this Section 12) was not then a part of the Customer Agreements, then the date that this Section 12 became binding on you in accordance with the terms of Section 6(c), above).

13. Unless you Opt Out, You are Agreeing to Resolve Certain Disputes Through Arbitration

(a) Arbitration. Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in 3, each of us agrees to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. The foregoing shall not apply with respect to any actions to collect unpaid and past due subscription fees from you owed to us, in which case we may bring an action in a local court in your jurisdiction.

(b) Types of Claims. Each of us may bring claims against the other only on their own behalf, and not on behalf of any official or other person, or any class of people, and neither of us may bring claims against the other alongside or with claims, whether similar or not, brought by other people.

(c) Arbitration Decisions. The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or SKITTER requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.

(d) Costs. In the event of any arbitration proceeding the prevailing party (you or us) will be entitled to recover from the non-prevailing party all costs of arbitration, including reasonable attorneys' fees.

(e) Michigan Provisions. For Skitter subscribers in the State of Michigan please note that you may seek assistance with regard to any disputes by contacting the Michigan Public Service Commission's toll-free customer service number (1-800-292-9555) and / or visiting their website www.michigan.gov/mpsc and / or by emailing to stephensc1@michigan.gov."



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14. Opt Out Instructions

To opt out of the time limitation on claims that is set forth in Section 12, above, or the arbitration provisions in Section 13, above, you must use one of the following notification methods:

Send a written opt out request to:

SKITTER CABLE TV, INC., 3230 Peachtree Corners Circle, Suite H, Peachtree Corners, GA 30092, attention: SUBSCRIBER SERVICES.

You must include in your written request your name, address and SKITTER account number and a clear statement that you wish to opt out of this Agreement's arbitration obligation and/or that you wish to opt out of this Agreement's 1-year limitation on your right to bring claims.

If you opt out of the arbitration provisions in Section 13, you agree that any action brought against SKITTER shall be in the courts of Gwinnett County, GA and such courts shall have the sole and exclusive jurisdiction of such action(s).

15. Definitions; Headings

(a) "**Addendum**" means a document that you agree to when you sign up for or use a special SKITTER service or promotional program. The Addendum supplements the terms of our other **Customer Agreements** for purposes of the relevant special service or promotional program.

(b) "**Agreement**" means this Customer Agreement, as amended from time to time.

(c) "**Customer-Owned Equipment**" means any devices and equipment that are owned by you, whether purchased from us or someone else, and used by you to receive the Services. Customer-Owned Equipment does not include **Customer Use Equipment**.

(d) "**Customer Use Equipment**" means the converter boxes, cable modems, remote controls and other devices and pieces of equipment that we provide to you to receive the **Services** and that you must return to us if the Service is cancelled.

(e) "**Dispute**" means any dispute, claim, or controversy between you and **SKITTER** regarding any aspect of your relationship with us or any conduct or failure to act on our part, **including** claims based on breach of contract, tort (for example, a negligence or product liability claim), violation of law or any claims based on any other theory, and **including** those based on events that occurred prior to the date of this **Agreement**.

(f) "**Equipment**" means **Customer Use Equipment** and other equipment utilized in connection with the **Services**. Equipment does not include wiring on your premises and does not **include** **Customer-Owned Equipment**.



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(g) "**including**" or "**include**" means inclusion without limitation.

(h) "**Services**" refers to the services and features you receive or order from us. These include only video services, equipment-based services like DVR service, and free services that you may use in connection with any of our paid services. "In-home Services" refer to Services that you use in your home; "out-of-home Services" refer to Services that you can use outside your home (for example, TV Everywhere service you access in a public place through your SKITTER account and video programming you can watch outside your home using a SKITTER App or SKITTERTV.com).

(i) "**Software**" refers to any software that we or our licensors provide or make available to you in connection with our Services, including any software that has been downloaded to Customer Use Equipment or **Customer-Owned Equipment** as contemplated in this **Agreement**.

(j) "**SKITTER App**" means Software that we make available directly or through a third party that allows you to use a third party's device to access SKITTER Services.

(k) "**Video Service**" refers to the video and/or audio programming **Services** we provide, **including** VOD offerings.

(l) "**Work Order**" means any SKITTER work or service order(s) that we have provided to you or provide in the future. We provide you with a Work Order when you initiate service or when we visit your home (for example, to install additional services or correct service problems). If you require a copy of any Work Order we have provided to you, please contact your local SKITTER office.

(m) **Headings**. Headings used in this **Agreement** are for convenience only, do not form a part of this **Agreement** and will not affect the meaning or interpretation of this **Agreement**.

16. Term of Agreement; Termination of Service

(a) **Survival of Terms**. The terms of this **Agreement** relating to the rights in and to **Software** (Sections 3(b) and 3(c)), limitations on liability and warranty disclaimers the time period within which you may bring claims, resolution of **disputes**, our obligation to grant you service credits and your obligation to pay us and to indemnify us for certain third-party claims will survive (in other words, continue to apply to you even after) the termination of this **Agreement**.

(b) **Term**. This **Agreement** remains in effect until you no longer receive any of the Services and any balance on your account has been paid in full or waived in writing by us.

(c) **Our Right to Terminate**. We may terminate your **Services** and your rights to use any **Software** or Equipment at any time for any or no reason, including if we determine that you or a member of your household has received Services from us in the past and failed to pay amounts owed to us.

(d) **Your Right to Terminate**. If you wish to terminate **Services**, you must notify us and either return any **Customer Use Equipment** to us or provide us with reasonable opportunity to schedule a visit to your location to disconnect the Services and recover **Customer Use Equipment**. *You cannot terminate **Services** by simply writing "canceled" or any other message on your bill or check.*



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17. The Rights of Third Parties

(a) No Transfers or Assignments. Except with our consent, you may not transfer or assign to any other person (in other words, make another person legally responsible for) the **Services**, the **Software**, the **Customer Use Equipment**, or your obligation to comply with our **Customer Agreements**.

(b) Contractors and Licensors. We may use contractors to assist us in providing the Services and we may provide you with **Software** or **Equipment** that is owned or manufactured by a third-party. If you bring a claim against these contractors or third parties, they have the same rights that we have under our **Customer Agreements**.

(c) No other Third Party Beneficiaries. Other than contractors and licensors mentioned in the preceding paragraph, our **Customer Agreements** are not intended to benefit (in other words, to create any rights or obligations for) anyone other than you and us.

18. What Happens if the Law in Your Area Conflicts with our Customer Agreement

(a) Conflict with Local Law. Our **Customer Agreement** may be the subject of legal requirements that apply where you live or where we provide Services to you. If such a requirement conflicts with our **Customer Agreement** with respect to one or more **Services**, the legal requirement will take priority over the part of our **Customer Agreement** with which it conflicts, but only with respect to that part and only with respect to the **Services** to which such legal requirement applies.

(b) Partial Invalidity. If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement should stand. The surviving portions of the relevant Customer Agreement should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in **Section 13** regarding Arbitration.

19. What Happens if There is a Conflict between our Customer Agreement and Any Other Documents

(a) English Language Version Controls. If we have provided you with a non-English translation of any our **Customer Agreement**, the English language version of that Customer Agreement will govern your relationship with **SKITTER** and will control in the event of a conflict. The translation is provided as a convenience only.

(b) Conflicts with Work Order. In the event of a conflict between the terms of this **Agreement** and your **Work Order**, then the terms of this **Agreement** control.



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(c) Conflicts with Certain Other Agreements. In the event of a conflict between the terms of this Agreement and the terms of any Addendum or our Terms of Service, then the terms of the other document will control with respect to the applicable Service.

SKITTER PRIVACY POLICY

20. SKITTER PRIVACY POLICY

What This Privacy Notice Covers

This Notice describes the practices of Skitter Cable TV, Inc. ("Skitter" or "Company" or "We") with respect to your "personally identifiable information" and certain other information. Personally identifiable information is information that identifies you and that you have furnished to us or that We have collected in connection with your receipt of our video services ("Skitter Services"). Personally identifiable information does not include aggregate or anonymous data or any individual bits of data that do not identify you. This Notice applies to all of our residential and commercial Skitter Services, whether provided individually or as part of a bundle of services.

This Notice does not cover information that We may collect from our Internet portals and Websites, each of which contains its own privacy notice, or any applications, Web services or tools that you download or access from these portals and Websites. You should also be aware that some of the content, applications and advertisements provided on these portals and Websites may be provided by third parties even where the items appear to be hosted by Skitter. When you access these third parties' online content or services, your personally identifiable information may be transmitted to them. The policies described in this Notice do not apply to these third parties, which may have their own privacy policies.

This Notice does not cover third party on-line services that you may purchase in conjunction with Skitter's cable television service.

Our Website always contains the most current version of this Notice. See <http://skitter.tv/michigan-eula>. We also provide you with a copy of our Notice upon initiation of service and annually thereafter. You may also obtain a copy of the current Notice by contacting your local Skitter representative's office or requesting one through info@skitter.tv. We may modify this Policy at any time. If We do, We will update it at the Web address noted above. If you continue to accept our services after a change, then you are deemed to have accepted the change.

Six areas are covered by this Notice:

- the nature of personally identifiable information collected about you and the way such information is used;
- the nature, frequency, and purpose of any disclosure that may be made of such information;
- disclosure of such information to governmental entities and through legal process;
- the period of time during which such information will be maintained;
- the times and place you may have access to the information collected; and
- your rights under the Communications Act.

1. Collection and Use of Personally Identifiable Information and CPNI

Personally Identifiable Information



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Under the Communications Act of 1934, as amended (the "Communications Act"), We may collect personally identifiable information (described below) over a cable system without your consent if it is necessary to provide our services to you or to prevent unauthorized access to services or subscriber data and We may collect other information that you consent to our collecting and that We will use as you direct. Below is a description of the information that We may collect, using the system or otherwise, about our users in order to provide our services and to prevent unauthorized access to our services.

Personally identifiable information: In order to provide any of our services to you, We may need to collect data about you, including your name; home, e-mail and work addresses; home, cellular and work telephone numbers; social security number; driver's license number; credit, credit card, debit card and bank information; billing and payment information; records of damage and security deposits; records of maintenance and repairs; the number of converters, cable modems or other cable equipment installed in your home or place of business (collectively, "Skitter Equipment "); the number of television sets, telephones, computers and other equipment of yours that are connected to Skitter Equipment or that receive the Skitter Services (collectively, "Customer Equipment "); the location and configuration of Customer Equipment; the service options you have chosen; the programs, features and services you have utilized; identifying information associated with the Skitter Equipment (e.g., a serial number and/or MAC address of each converter box installed); performance history associated with the Skitter Equipment; whether you rent or own your home or place of business (as this may impact installation issues); subscriber correspondence; records of violations and alleged violations of our terms of service; customer research and satisfaction data; and information from third parties that is commercially available, such as age, income and other demographic information.

We may remotely check the Skitter Equipment and the Customer Equipment for purposes that include diagnostics and network security and maintain records of the results.

Other information: Our system, in delivering video services, may automatically log information concerning the use and performance of your Skitter Equipment, including programming choices requested, the date and time of these choices, and information, services and products ordered from us or our advertisers. This data may be used for purposes that include allowing us to deliver desired information, products and services to you. For example, if you request on demand programming, We will need to collect information about your equipment along with the particular title ordered so that the right content is delivered to the right converter box. If the video ordered has a charge, We will then need to personally identify this information by associating it with your billing account so that We bill the correct customer.

Another example of information that We collect while delivering digital video services is data necessary to provide switched digital services. Many of our systems use switched digital technology so We can deliver additional channels and services. To do so, We need to collect your tuning choices along with information about your equipment to ensure that desired channels are delivered to you when you request them. While this information is temporarily associated with your equipment in order to provide these services, it will not be once the equipment identification is no longer needed for operations, troubleshooting and billing purposes. This anonymous information may be preserved and used as described in the next paragraph. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection.

Finally, in delivering a video service, We also track information about your use of Skitter Equipment in a non-personally identifiable manner and We may combine this information with other non-



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personally identifiable information. This aggregate or anonymous information may be used for research and to determine which programming and commercials are being watched, which may assist us in determining the networks that should be delivered via switched digital, in paying our providers for video on demand programming, in informing us, advertisers and programmers how many impressions were received and generally making programming and advertising more relevant to our customers. None of this data will be used to personally identify you.

If you use a Web-based email service, We do not collect any information regarding the emails that you send and receive. If you use email provided by Skitter, our system may automatically collect and log email header information. We have access to personally identifiable information about you and your data account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. We may also have information about how often and how long you use our service, including the amount of bandwidth used; technical information about your computer system, its software and modem; and your geographical location. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection.

The data that We collect from you, as described above, may be used, depending on the nature of the data, for various purposes such as the following: to make sure you receive the services you have requested; to make sure you are being billed properly for the services you receive; to send you pertinent information about our services; to maintain or improve the quality of the Skitter Equipment and the Skitter Services; to answer questions from subscribers (e.g., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market Skitter Services and other products that you may be interested in; and for tax and accounting purposes.

2. Disclosure of Personally Identifiable Information

Under the Communications Act, We may only disclose personally identifiable information covered by the Act without your prior written or electronic consent if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law; or (3) for mailing lists, subject to the conditions described below. We may also disclose personally identifiable information when you consent to the disclosure. Below is a description of our disclosure practices.

In the course of providing Skitter Services to you, We may disclose your personally identifiable information to our employees, related legal entities, agents, vendors acting under our direction, including repair and installation subcontractors, sales representatives, accountants, billing and collection services, and consumer and market research firms, credit reporting agencies and authorized representatives of governmental bodies. We may also disclose such information to advertisers and vendors for purposes of carrying out transactions you request. Upon reasonable request, personally identifiable information may be disclosed to persons or entities with an equity interest in our related legal entities when they have a legal right to inspect our books and records. Also, if We enter into a merger, acquisition or sale of all or a portion of our assets, your personally identifiable information may be transferred as part of the transaction.

In addition, if you receive our data service, information, including IP addresses, may be disclosed to third parties in the course of providing the service to you. Recipients of such information may include, in addition to those persons listed above, entities that provide content and/or services to us.

Unless you object, the Communications Act also permits us to disclose limited personally identifiable information to others, such as advertisers and direct mail companies, for non-cable-related



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purposes, such as direct marketing. Under the Communications Act, these disclosures are limited to the following "mailing list information ": your name, address and, except in California, the particular services to which you subscribe (e.g., HBO or other premium channels, or tiers of service). In addition, We may add to this mailing list information commercially-available information about you that is obtained from third parties, such as your age, income, and other demographic or marketing information. Mailing list information does not include the extent of your viewing or use of a particular service, including the extent of your use of Skitter Services, the nature of any transaction you make over the cable system, or any information that constitutes personally identifiable information. We may disclose or sell such mailing list information from time to time. If you wish to be removed from our mailing list, please notify us in writing at our main local office, which will be noted on your cable bill, or by sending an e-mail to [email / Web Address] Please include your name and address on any such request.

In addition, We may disclose, in connection with the provision of services to you and pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in order to fulfill transactions that you request, to personalize your online experience, as required by law (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of business. The frequency of such disclosures varies according to business needs.

3. Disclosure of Information to Governmental Entities and Other Legal Process

Federal law also requires us to disclose personally identifiable information to a governmental entity or other third parties pursuant to certain legal process. Generally, this process requires a court order and, if the order is sought by a governmental entity, you are afforded the opportunity to contest in court any claims made in support of the court order sought, and the governmental entity must offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. However, there are exceptions to this general rule in areas including the Electronic Communications Privacy Act, which allows personally identifiable information to be obtained in some circumstances by governmental entities through a subpoena, warrant or court order; welfare laws, which allow state Welfare agencies to obtain by administrative subpoena the names and addresses of individuals who owe or are owed Welfare support; child pornography statutes, which impose an affirmative duty on us to disclose certain information upon knowledge; and counterintelligence laws, which require us to provide information based on National Security Letters. At times, laws like these or specific court orders may require that We not disclose to you the existence of demands for your personally identifiable information. We will honor these laws and orders. We will comply with legal process when We believe in our discretion that We are required to do so. We will also disclose any information in our possession to protect our rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. Time Period That We Retain Personally Identifiable Information

We maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time may last as long as you are a subscriber and, if necessary, for additional time so that We can comply with tax, accounting and other legal requirements. When information is no longer needed for these purposes, it is our policy to destroy or anonymize it.

5. Access to Records

Under the Communications Act, you have the right to inspect our records that contain personally identifiable information about you and to correct any errors in such information. If you wish to inspect



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these records, please notify us in writing and an appointment at our local business office will be arranged during our regular business hours.

6. Your Rights Under the Communications Act

We are providing this Notice to you in accordance with the Communications Act. The Communications Act provides you with a cause of action for damages, attorneys' fees and costs in federal District Court should you believe that any of the Communications Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any such claims will be decided in arbitration and attorneys' fees and punitive damages will not be available.

If you have any questions about this Privacy Notice, please contact us at info@skitter.tv