

XFINITY HOME CONTROL SERVICES AGREEMENT

XFINITY Home ("we," "us," "our," or the "Company") will provide you ("you," "your," or the "Customer") with the system and related accessories ordered by you (collectively, the "System"), along with any related home control and self-monitoring services (collectively, the "Services") for your residential premises (the "Premises") in accordance with the terms of this XFINITY Home Control Services Agreement (this "Agreement"). The Services may be provided to you directly by the Company, through any affiliate of the Company, and/or by any third party acting on behalf of the Company. For purposes of this Agreement, an "affiliate" means any entity that controls, is controlled by or is under common control with the Company.

GENERAL TERMS AND CONDITIONS

1. Acceptance of this Agreement; Term.

a) You will have accepted this Agreement and be bound by its terms upon the earlier of (i) your signature on a Work Order, (ii) your acknowledgement or acceptance of this Agreement electronically, (iii) the date of any installation of the System (whether by you or the Company) as provided in Section 2, or (iv) your use of the Services.

b) This Agreement shall be effective as of your acceptance and, unless you have agreed to a minimum term arrangement, shall continue on a month-to-month basis until terminated by either party in accordance with the terms hereof (the "Term"). If you self-install the System, Service charges will begin five (5) days after the date you order the Services. If you have the System professionally installed by Company, Service charges begin on the day of installation.

c) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, ESPECIALLY THOSE PARAGRAPHS RELATING TO YOUR INDEMNIFICATION OF THE COMPANY AND ITS AFFILIATES, AND ITS AND THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS AND SUBCONTRACTORS ("COMPANY RELATED PARTIES"), THE COMPANY'S AND THE COMPANY RELATED PARTIES' LIMITED LIABILITY, AND THE COMPANY'S WARRANTY.

d) Minimum Term; Termination Fee. **IF YOU HAVE AGREED TO A MINIMUM TERM ARRANGEMENT THE FOLLOWING APPLIES:**

- i. The initial term of this Agreement is two (2) years ("Initial Term"). You must maintain the same or a higher level of service for the entire Initial Term. If you terminate this Agreement or downgrade your service prior to the expiration of the Initial Term, **you understand an early termination fee may be assessed against you.** After the Initial Term, **this Agreement will automatically renew on a month-to-month basis** until terminated by either party in accordance with the terms hereof.
- ii. You agree that the fees due under this Agreement for the Initial Term and/or any equipment, discounts, credits or refunds you have received on your Service are based on your agreement to receive and pay for the Services for the full Initial Term. **ACCORDINGLY, YOU AGREE THAT IF YOU TERMINATE THIS AGREEMENT DURING ITS INITIAL TERM, YOU WILL PAY COMPANY AN AMOUNT EQUAL TO \$230, LESS \$10 FOR EACH MONTH DURING WHICH YOU MAINTAINED SERVICE.** This amount is a termination fee and is an agreed upon amount of damages, not a penalty. No termination fee is due if you terminate during any renewal period, unless you have agreed to an additional minimum term commitment. You are not entitled to a credit if the calculation of the termination fee results in a negative number.

2. Installation.

a) If the Company installs the System ("Installation") at the Premises, it will do so in a workmanlike manner, and you agree to pay all applicable Installation and activation charges. You agree to make the Premises available without interruption during the Company's normal working hours to permit completion of Installation work. You understand that the Installation may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. You agree to provide the Company with 110 AC electrical outlets for the Company's power equipment, in locations designated by the Company. You must notify the Company, in writing, of any problems with the Installation within thirty (30) days after the completion of Installation or you will be deemed to have accepted it.

b) You understand and acknowledge that it is your responsibility to ensure that the Installation will not invalidate any existing home or product warranty of any kind and that Company shall not be liable for the loss of any warranty coverage, for any reason.

3. System; Access to the Services.

a) **Home Control System.** YOU ACKNOWLEDGE AND UNDERSTAND THAT THE SYSTEM IS NOT A HOME SECURITY SYSTEM AND THAT THE COMPANY WILL NOT MONITOR SIGNALS FROM THE SYSTEM AT ANY TIME. THE COMPANY DOES NOT MONITOR THE SYSTEM FOR SIGNALS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES OR PROVIDE NOTIFICATION OR OTHER VERIFICATION SERVICES COMMONLY PROVIDED WITH SECURITY ALARM SYSTEMS IN CASES OF EMERGENCY.

b) **Company Related Parties.** The Company may contract the performance of all or any portion of the Services to any Company Related Party(ies), and provide such Company Related Party(ies) with all information regarding you as the Company deems necessary or appropriate to the provision of the Services, which information the Company Related Parties may retain and use in accordance with applicable law. You acknowledge that you have no contractual relationship with, or rights as a third party beneficiary with respect to, any Company Related Party(ies). You also acknowledge and agree that the protections afforded to the Company under this Agreement apply to each of the Company Related Parties, including, without limitation, as set forth in those sections entitled "Limitation of Liability", "Insurance" and "Your Indemnity/Protection of Company" and each such Company Related Party may independently enforce such rights.

Each Company Related Party is a direct and intended third party beneficiary of this Agreement and may enforce any part of this Agreement against you to the extent that the interests of the Company Related Party are affected.

c) **Permits.** You agree to comply with all permitting requirements under applicable law with respect to the operation of the System and our provision of the Services, and to provide the Company with permit numbers and/or such other information as we may request from time to time.

d) **System Communication.** You understand that: (i) the System communicates over one or more transmission systems, as determined by the Company in its sole discretion, such as POTS (plain old telephone system), VoIP, DSL, broadband, cellular, radio, Internet, etc.; (ii) transmission systems are maintained and serviced solely by the applicable transmission system provider, which may include an affiliate of the Company with respect to certain transmission systems; (iii) these transmission systems may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service; and (iv) any such conditions or changes made to these transmission systems may disrupt communications to or from the System. Without notice from you, the Company and/or the Company Related Parties may not be aware of the existence of any such problem.

e) **Internet Connection.** YOU UNDERSTAND AND ACKNOWLEDGE THAT IT IS SOLELY YOUR RESPONSIBILITY TO MAINTAIN AT YOUR OWN COST, A HIGH-SPEED INTERNET CONNECTION APPROVED BY THE COMPANY IN ORDER TO USE THE SERVICES. If you access the Services via Comcast Related Services (defined in Section 4.g below), then those terms of services will also apply.

f) **Remote and Wireless Access.** The Services may include certain remote viewing, access and control features and functionality. The ability for those features and functionality to work with the System and Services will be dependent upon a variety of factors outside the control of the Company, including, but not limited to, faulty equipment, faulty transmission systems, limitations inherent in wireless services, power outages, and other factors. The Company shall endeavor to ensure that such features and functionality interoperate with the System and Services, but shall not be liable in the event they fail to do so. Access to the Services via wireless device is dependent upon the capabilities of your wireless device and network. The Company shall not be liable for issues arising from your access to the Services via wireless device. Your access to the Services from your wireless device is subject to your agreement with your wireless carrier.

4. Charges and Billing.

a) **Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Services, including, but not limited to, Installation, activation and Service charges, Company Equipment (as defined below) charges, measured charges, third party charges, applicable federal, state, and local taxes (however designated), permitting and regulatory fees, and any other fees or assessments of any municipal, state and federal government imposed on the Company or the Services. You will be responsible for paying any government imposed fees and taxes that become applicable retroactively. We will provide you with notice and an effective date of any change in our prices or fees applicable to your Services, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.

b) **How We Will Bill You.** Unless you are subject to a minimum term arrangement, Services are provided to you on a month-to-

month basis. You will generally be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY, ON OR BEFORE THE DATE OF INITIAL INSTALLATION OR SERVICE ACTIVATION, WHICHEVER IS EARLIER, COMPANY EQUIPMENT CHARGES, ANY DEPOSITS, AND ALL INSTALLATION AND ACTIVATION CHARGES.** Your first bill may include pro-rated charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received. You may be billed for some Services individually after they have been provided to you; these may include charges for interactive services and e-commerce. If you receive Service(s) under a promotion, after the promotional period ends regular charges for the Service(s) will apply.

c) **PARTIAL PAYMENT. WE DO NOT WAIVE OUR RIGHTS TO COLLECT THE FULL BALANCE OWED TO US BY ACCEPTING PARTIAL PAYMENT. WE WILL APPLY THE PARTIAL PAYMENT TO THE OUTSTANDING CHARGES IN THE AMOUNTS AND PROPORTIONS THAT WE DETERMINE.**

d) **Third-Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers as a result of accessing on-line services, or purchasing, licensing or subscribing to other offerings via the Internet or through interactive options. Those charges are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

e) **Alternative Billing Arrangements.** The Company may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We will not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.

f) **Payment by Credit Card or Check.** If you use a credit card to pay for the Services, use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If the Company does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize the Company to collect your check electronically. You agree that you may not amend or modify this Agreement or your obligations under this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by the Company and any such notations shall have no legal effect.

g) **Other Comcast Services.** If you are receiving other services from any affiliate of the Company (e.g., video, high speed Internet access or digital voice services) (each a "Comcast Related Service") the Company may elect, in its sole discretion, to provide you with a single bill for the Services and the Comcast Related Services.

h) **Our Remedies if You Pay Late or Fail to Pay**

- (i) **Late or Non-Payments.** You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) the Company does not receive payment for the Services by the payment due date or (b) you pay less than the full amount due for the Services.
- (ii) **Fees Not Considered Interest or Penalties.** The Company does not anticipate that you will fail to pay for the Services on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Services on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
- (iii) **Collection Costs.** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
- (iv) **Suspension/Disconnect.** If you fail to pay the full amount due for any or all of the Services or Comcast Related Services, then the Company, at its sole discretion in accordance with applicable law, may suspend or disconnect any or all of the Services or Comcast Related Services you receive.
- (v) **Application of Payment.** The Company may apply payments it receives from you, for the Services and/or Comcast Related Services, to charges in the order and manner it so elects.

i) **Reconnection Fees and Related Charges.** If you resume the Services or any Comcast Related Service after any suspension, we may require you to pay a reconnection fee. If you reinstate any or all services after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to our credit policies, this Agreement and applicable law. It may take up to forty-eight (48) hours for Service to resume after a reconnection.

j) **Our Right to Make Credit Inquiries.** YOU AUTHORIZE THE COMPANY TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. The Company will not discriminate in the application of its credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either the Company or its third party credit bureau will be done in conformance with the requirements of all applicable state and federal laws.

k) **Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact the Company within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

5. **Refundable Deposit.** We may require you to pay a refundable deposit when you activate the Services, if you add Company Equipment or Services, or if you fail to pay any amounts when they are due. If we disconnect your Services or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for the Services, Comcast Related Services and/or any Company Equipment that is damaged, altered, or not returned).

6. **Changes to Service.** Subject to applicable law, we have the right to change the Services, Company Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability and customer equipment requirements. Notice of a change may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law. If you find any material change in the Services, rates or charges, or the terms of this Agreement unacceptable, you have the right to cancel your Services within thirty (30) days of receipt of notice of such change. However, your continued receipt of the Services after such thirty (30) day period, will constitute your acceptance of the change.

TERMINATION FEE. IF YOU HAVE AGREED TO A MINIMUM TERM AND YOU TERMINATE THIS AGREEMENT DURING THE MINIMUM TERM, YOU MAY BE SUBJECT TO AN EARLY TERMINATION FEE THE EARLY TERMINATION FEE IS AN AGREED UPON AMOUNT OF DAMAGES, NOT A PENALTY. YOUR FAILURE TO MAINTAIN A BROADBAND CONNECTION COMPATIBLE WITH THE SERVICES, AS DETERMINED BY COMPANY IN ITS SOLE DISCRETION, SHALL CONSTITUTE YOUR TERMINATION OF THIS AGREEMENT, FOR WHICH YOU MAY BE SUBJECT TO AN EARLY TERMINATION FEE IN ACCORDANCE WITH THIS AGREEMENT.

7. **Offset Rights.** Upon any termination or expiration of this Agreement, you agree that the Company has the right to offset against any amounts or credits that the Company may owe you: (a) Service charges for thirty (30) days; and (b) any other additional charges, amounts or deposits that you may owe to the Company. If the amount of the offset equals or exceeds the amount the Company owes you, you agree that the Company will not be obligated to refund any amounts to you and you waive any right to receive this refund amount.

8. **LIMITATION OF LIABILITY.**

a) YOU ACKNOWLEDGE THAT NEITHER THE COMPANY NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST, OR LIABLE FOR ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, WATER LEAKAGE, INSTALLATION, SELF-INSTALLATION, OPERATION, MAINTENANCE OR REMOVAL OF THE SYSTEM (WHETHER CUSTOMER EQUIPMENT OR COMPANY EQUIPMENT), PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, THE PROVISION OF THE SERVICES, OR OTHERWISE. THE COMPANY EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.

b) The Company is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Services. The Company shall not be bound by any undertaking, representation or warranty made by an agent, or employee of the Company or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Services, including without limitation, that of content providers (whether or not accessible directly from the Services). The Company is not responsible for any services, equipment, infrastructure, or content that is not provided by us (even if it is a component of the Services), and we shall have no liability with respect to such services, equipment, infrastructure, or content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed by or advertised through the Services.

c) **IF THE COMPANY OR ANY OF ITS AFFILIATES, OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS OR THEIR NEGLIGENCE OR THE FAILURE TO PERFORM ITS OR THEIR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PROVISION OF THE SERVICES OR INSTALLING, REPAIRING OR REMOVING THE SYSTEM, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY (INCLUDING JOINT AND SEVERAL LIABILITY) WILL BE \$250.00. THIS AMOUNT IS THE AGREED UPON DAMAGES, IS NOT A PENALTY AND SHALL BE CUSTOMER'S EXCLUSIVE REMEDY.**

d) THE COMPANY MAY ASSUME A GREATER LIABILITY UPON YOUR REQUEST, BUT ONLY FOR AN ADDITIONAL CHARGE AGREED UPON BY YOU AND THE COMPANY IN WRITING. IF THE COMPANY DOES SO, A RIDER TO THIS AGREEMENT MUST BE SIGNED BY YOU AND THE COMPANY. UNDER NO CIRCUMSTANCE SHALL THE COMPANY'S AGREEMENT TO INCREASE ITS LIMIT OF LIABILITY BE CONSTRUED OR INTERPRETED TO HOLD IT OR ITS AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS AS INSURERS.

e) THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION OF LIABILITY ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

f) THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS, AND NEGLIGENCE OF ANY DEGREE OF THE COMPANY, ITS AFFILIATES, (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS SUBCONTRACTORS OR REPRESENTATIVES), WHICH, BUT FOR THIS SECTION, MAY GIVE RISE TO A CAUSE OF ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY.

g) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

9. **Binding Arbitration.**

a) **Purpose.** If you have a Dispute (as defined below) with the Company that cannot be resolved through an informal dispute resolution with the Company, you or the Company may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

b) **Definitions.** The term "Dispute" means any dispute, claim, or controversy between you and the Company regarding any aspect of your relationship with the Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "the Company" means the Company and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

c) **Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY THE COMPANY IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT (AS DETERMINED BY SECTION 1) BY VISITING WWW.COMCAST.COM/ARBITRATIONOPTOUT, OR BY MAIL TO THE COMPANY AT 1701 JOHN F. KENNEDY BLVD.,

PHILADELPHIA, PA 19103-2838, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO THE COMPANY MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH THE COMPANY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH THE COMPANY OR THE DELIVERY OF THE SERVICES TO YOU BY THE COMPANY. IF YOU HAVE PREVIOUSLY NOTIFIED THE COMPANY OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

d) Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or the Company elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

e) Arbitration Procedures.

- (i) Because the Service(s) provided to you by the Company concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the Service(s) from the Company may apply to and govern the substance of any Disputes. No state statute pertaining to arbitration shall be applicable under this Arbitration Provision.
- (ii) If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.
- (iii) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.
- (iv) The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

f) Restrictions.

- (i) YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH YOU MUST CONTACT THE COMPANY WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 4 OF THIS AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.
- (ii) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS.

g) Location of Arbitration. The arbitration will take place at a location convenient to you in the area where you receive the Services from us.

h) Payment of Arbitration Fees and Costs. THE COMPANY WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR

ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN THE COMPANY'S FAVOR, YOU SHALL REIMBURSE THE COMPANY FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE THE COMPANY FOR ANY OF THE FEES AND COSTS ADVANCED BY THE COMPANY. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, THE COMPANY WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

i) **Severability.** If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court. In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and the Company have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

j) **Exclusions from Arbitration.** YOU AND THE COMPANY AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (i) ANY CLAIM FILED BY YOU OR BY THE COMPANY THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS AND (ii) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

k) **Continuation.** This Arbitration Provision shall survive the termination of your Service(s) with Comcast.

10. **Customer Privacy Notice and Security.**

a) You can view the most current version of our privacy notice by going to www.comcast.com/customerprivacy.

b) To the extent the Company is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is the Company's information security policy to provide such notice to you in the manner set forth in Section 6.

11. **Insurance.** You are responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings and persons in or on your Premises, including coverage for personal injury and property damage. **THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT.** You hereby release the Company and the Company Related Parties from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the System is designed to reduce, but not eliminate, certain risks and is primarily a home control product. The System and the Services are not intended for use as a home security or fire warning system and the Company does not represent or guarantee that the System will prevent personal injury, unauthorized entrances or fire or smoke damage to the Premises. The Company and the Company Related Parties assume no liability for those risks.

12. **Limited Warranty.**

a) For thirty (30) days from the earlier of the date of Installation or self-installation of the System by you ("Warranty Period"), the Company warrants that if any part of the System originally purchased from the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to you. The Company may use reconditioned parts in making repairs and warrants all replacement parts only for the remainder of the Warranty Period. You must notify the Company of any problem you claim the Company's limited warranty covers within the Warranty Period. This limited warranty is for the Customer's benefit only and may not be enforced by any other person.

b) This limited warranty is the only warranty the Company makes, is made only with respect to the portions of the System originally purchased from the Company, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The Company does not promise that the System or the Services cannot be compromised or that they will always provide the intended signaling, control or other service. If a court decides the Company has given you any implied warranty, it will extend only for the length of the Warranty Period. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above

limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights. You may also have other legal rights that vary from state to state.

c) You acknowledge and agree that no contractor, subcontractor, supplier, service provider or other vendor of the Company makes any warranty, including any implied warranty, other than such express warranties as may be provided by such person to you in writing.

13. **Extended Warranty.** The Company may offer, and you may elect to purchase, extended warranty coverage. Such coverage will be governed by separate terms and conditions (the "Policy").

14. **Warranty Exclusions.** The Limited Warranty and the Extended Warranty do not apply: (a) to batteries, wiring, bulbs, LEDs, security window screens, and exterior mounted devices; (b) to service calls outside of the Company's normal business hours for warranty and repair work; or (c) if, upon inspection, the Company determines that the need for service was caused by acts beyond the Company's control such as accidents, power surges, misuse, lack of proper maintenance, unauthorized change or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.). The Extended Warranty is subject to additional exclusions pursuant to the Policy.

15. **Your Indemnity/Protection of Company Even For Its Own Negligence.**

a) This Agreement is intended for only your benefit. Therefore, you agree to protect/indemnify, hold harmless, defend (if requested by the Company) and release the Company and the Company Related Parties from liability and shall reimburse the Company and the Company Related Parties for any damages, losses or expenses (including reasonable attorneys' fees and costs) incurred by the Company or the Company Related Parties in connection with any claims, suits, judgments and causes of action which relate to the System or the Services the Company provides. This protection/indemnity includes claims brought by any third party, including, without limitation, your insurance company, whether the claim arises under contract, warranty, negligence, or any other theory of liability.

b) Your duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occur while the Company's employees were on the Premises and which were caused solely and directly by those employees.

c) **YOUR DUTY TO PROTECT/INDEMNIFY THE COMPANY APPLIES EVEN IN THE CASE OF THE COMPANY'S OWN NEGLIGENCE.**

d) IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO THE COMPANY OR THE COMPANY RELATED PARTIES FOR REIMBURSEMENT. **YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST THE COMPANY OR ANY COMPANY RELATED PARTY, INCLUDING ANY RIGHTS OF SUBROGATION.**

16. **Your Additional Agreements.**

a) You are at least eighteen (18) years of age and have the authority to sign this Agreement and in doing so will not violate any other agreement. You agree to provide the Company with information that is accurate, complete and current, including your legal name, address, telephone number, payment data (including information provided when authorizing recurring payments) and all information related to the functionality of the System. You agree to notify the Company promptly if there is any change in the information that you have provided to the Company. Failure to provide and maintain accurate information is a breach of this Agreement.

b) You hereby expressly authorize the Company to disclose certain Personally Identifiable Information ("PII") about you, including but not limited to, your name, address, telephone number, e-mail address, account number and system details, as required or directed by applicable local, state, or federal laws, ordinances, or regulations to governmental or regulatory agencies in connection with the provision of the Services.

c) The Company is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security, and other risks associated with providing any information, including CPNI or personally identifiable information, to third parties via the Services. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

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

e) You will not tamper or interfere with the System, nor permit others to do so. You agree that, to the extent permitted by applicable law, the Company may record and use all communications with anyone at the Premises in the normal course of the Company's business. You agree that the Company can make program changes to the Company's proprietary data located in the transmitting device.

f) The Company and/or Company Related Parties regularly back up content stored on or via the Services, including but not limited to video recordings and System analytical or historical data (collectively, the "Content"), and store such Content for a limited time. Neither the Company nor the Company Related Parties will have any liability for any loss of or failure to back up or restore such Content, or for interruption, delay or suspension of access to or unavailability of Content. You acknowledge that the Company is not responsible for the loss of Content or for the back up or restoration of your data regardless of whether this data or content is maintained on our servers or your devices(s). Upon termination of this Agreement for any reason, the Company and its suppliers reserve the right to delete all Content or other Customer information that is stored on the Company's or Company Related Party's servers or systems.

g) You agree to allow the Company and its agents the right to enter the Premises physically, remotely or electronically at reasonable times for purposes of installing, maintaining, upgrading, replacing and removing the System. You warrant that you are either the owner of the Premises or have authority to give the Company access to the Premises to install and operate the System. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow the Company and its agents into the Premises to perform the activities specified herein. In addition, you agree to supply the Company or its agent, if requested, with the owner's contact information and/or evidence that the owner has authorized you to grant access to the Company or its agents to the Premises. You are not aware of any hazardous conditions on the Premises.

h) You agree to notify the Company immediately of any changes of ownership or occupancy of the Premises. Your obligations under this Agreement continue even if you sell or leave the Premises.

i) The Company has and shall maintain throughout the Term the authority to act as your exclusive agent for all purposes under this Agreement, including, without limitation, communicating with Company Related Parties; initiating, adding, changing, suspending and cancelling your Services; investigating and resolving all issues, actual or potential, related to your System and maintaining your account data.

17. Equipment.

a) **General.** You agree that, except for the wiring installed inside the Premises and any parts of the System you have purchased, all equipment belongs to the Company or other third parties and will not be deemed fixtures or in any way part of the Premises (collectively, the "Company Equipment") unless otherwise provided in writing by the Company. You agree to use the Company Equipment only for the Services pursuant to this Agreement. The Company may inspect, remove and/or change the Company Equipment at the Company's discretion at any time the Services are active or following the termination of Service. You agree that the Company's addition, removal, change or update to the Company Equipment may interrupt your Service. You may not sell, lease, abandon, or give away the Company Equipment. The Company Equipment may be used only in the Premises. At your request, the Company may relocate the Company Equipment. **YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE COMPANY EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.** You agree that you will not allow anyone other than the Company or its agents to service the Company Equipment. The Company suggests that the Company Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Company Equipment to the Company in an undamaged condition upon the termination of Service.

b) **Firmware and Software.** The Company Equipment, including any firmware or software embedded in, or "downloaded" from time to time to the Company Equipment or used to provide the Services, are protected by trademark, copyright, patent and/or intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Company Equipment or used to provide the Services. As between you and Company, such firmware and software is owned by Company. You

expressly agree that you will use the Company Equipment exclusively in connection with the Services. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, otherwise attempt to derive the source code from the binary code of the firmware or software, or rent, lease, loan, sublicense, distribute, copy, modify, translate, post, publish or create derivative works of such firmware or software. You agree not to take any action nor allow anyone else to take any action to remove any copyright notices, attributions, trademarks, service marks, trade names, logos and the like from any Company Equipment.

c) **Battery-Powered Devices.** The Company's battery powered motion detectors, smoke detectors, thermostats, door and window contact transmitters, and other detection sensors are not connected to the electrical system of the Premises. Such detection sensors require batteries to operate. **THESE BATTERY POWERED DEVICES WILL NOT OPERATE IF THE BATTERIES ARE LOW OR DEAD.** You are responsible for maintaining and replacing the batteries in these battery-powered devices and you should regularly inspect such devices for dirt and dust buildup and test them weekly to help maintain continued operation. **THE COMPANY STRONGLY RECOMMENDS THAT YOU READ THE OWNER'S MANUAL FOR ALL EQUIPMENT. THE OWNER'S MANUAL CONTAINS VERY IMPORTANT INFORMATION SUCH AS OPERATING INSTRUCTIONS AND EQUIPMENT TESTING AND MAINTENANCE INFORMATION. YOU SHOULD ALSO READ ALL INSTRUCTIONS, WARNINGS AND OTHER INFORMATION ON THE EQUIPMENT ITSELF.**

d) **Hub Devices.** The Company Equipment may include a Touchscreen/Multimedia Hub Device (the "Multimedia Hub") from which you may, among other things, operate and control the System, or a Communications Hub device that facilitates System communications (the "Communications Hub"). The Multimedia Hub also will permit you to access and use certain features and applications which will be made available to you subject to a revocable license either by the Company or a third party. You are required to agree to and comply with all applicable license terms and conditions associated with the Multimedia Hub or Communications Hub, as the case may be, and any such applications, and any use of the Multimedia Hub or Communications Hub and any such applications shall constitute your acceptance and agreement to such license terms. Certain features or applications may only be available with a subscription to other Comcast Related Services. The Company may remotely activate or disable any feature or application on the Multimedia Hub with or without notice to you. You agree to pay all charges assessed with respect to the downloading, license or use of any feature or application with the Multimedia Hub.

e) **Communication Features.** The Multimedia Hub contains software that consists of interactive applications that perform a variety of communications over the Internet as part of their normal operation. Some of these communications features are automatic and are enabled by default. By installing and/or using the Multimedia Hub, you consent to such communications features. Once you use the Multimedia Hub, user information including your User ID may be transmitted with communications to Company's or its service providers' servers. This information is used to access your account and to provide certain services.

f) **Acceptable Use and other Policies; Software.**

- (i) Your use of the Services is subject to other policies, including, but not limited to Company's acceptable use policies ("AUP"). You can view the other policies for the Services anytime online at customer.comcast.com/homesecurity. The Company may terminate or suspend your Service for failure to comply with these policies. **YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME BY POSTING A NEW VERSION OF THE AUP OR POLICY ON THE WEBSITE SET FORTH ABOVE. YOU SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.**
- (ii) If your Services include a Multimedia Hub, the Company grants you a non-exclusive, non-transferable, internal license to use the software included with your Multimedia Hub on the date of installation (the "Software") during the Term. All rights of any kind that are not expressly granted in this Agreement are reserved by Company and its licensors. You may use the Software solely as provided for in this Agreement or any other Software licenses or terms of use provided to you by the Company or its licensors. The Software is subject to the terms of Section 17(b).
- (iii) The Company makes no representation or warranty that any software or application installed on the Company Equipment, downloaded to Company Equipment, or available through the Internet does not contain a virus or other harmful feature. It is solely your responsibility to take appropriate precautions to protect any Company Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the Installation or operation of the Services if a virus or other harmful feature or software is found to be present on the Company Equipment. We are not required to provide you with any assistance in the removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Company Equipment, we make no representation or warranty that the virus check

software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Company Equipment. **NEITHER COMPANY NOR ITS AFFILIATES, SUPPLIERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OR CONTRACTORS OR SUBCONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.**

18. **Customer Equipment.** “Customer Equipment” means any software, hardware, household appliance, HVAC unit, electrical or communications wiring, mobile device, System equipment purchased by you, or services that you elect to use in connection with the Services or Company Equipment. You agree to allow us and our agents the right to attach to and or integrate with the Customer Equipment, send software and/or “downloads” to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and Company Equipment. You warrant that you are either the owner of the Customer Equipment or that you have the authority to grant us the rights to the Customer Equipment set forth in this Section. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to grant us and our agents the rights to the Customer Equipment set forth in this Section. In addition, you agree to supply us or our agents, if we ask, the owner’s name, address and phone number and/or evidence that the owner has authorized you to grant us and our agents the rights to the Customer Equipment set forth in this Section.

19. **Use of the Services.** You agree to use the Services and the Company Equipment for only personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the Company Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Services in whole or in part. You will not use or permit another to use the Company Equipment or the Services, directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Comcast policy applicable to the Services. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Company Equipment and/or Services at the Premises and that it is solely your responsibility to ensure that all other users understand and comply with the terms and conditions of this Agreement and any applicable Company policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that responsibility for any transactions, including, without limitation, purchases made through or in connection with the Services is solely yours.

20. **Lawful Use of the Service.** Use of the Company Equipment or Services for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You agree not to use, or allow others to use, the Services for surreptitious surveillance purposes, or any other purpose that may impact the privacy rights of others, in violation of applicable law. You understand and agree that your use of the Services is at your own risk and that you are subject to all applicable laws and regulations, including without limitation, any state or federal wiretapping, eavesdropping, privacy, child pornography, or similar laws. If the Company believes that the Services are being used for illicit or unlawful purposes, the Company reserves the right to contact the appropriate law enforcement authority, and/or, at its sole discretion and without notice, to immediately disable the service, remove and/or permanently delete any data or Content. The Company is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of child pornography laws. We reserve the right to report any such information, including your identity, account information, Content and other information to the proper authorities.

21. **Termination of this Agreement.**

a) **Termination by Company.** The Company reserves the right, subject to applicable law, to act immediately and without notice, to terminate or suspend the Services if: (i) the Company determines that your use of the Services does not conform with the requirements set forth in this Agreement; (ii) the Company determines that your use of the Services interferes with the Company’s ability to provide the Services to you or others; (iii) the Company reasonably believes that your use of the Services may violate any laws, regulations, or written and electronic instructions for use; (iv) the Company reasonably believes that your use of the Services interferes with or endangers the health and/or safety of our personnel or third parties; (v) you fail to follow the Company’s operating instructions for the System; (vi) you fail to maintain the Premises in a safe and sanitary condition; or (vii) you cease to maintain a broadband Internet connection utilizing a transmission system compatible with the Services, as determined by the Company. The Company’s action or inaction under this Section shall not constitute review or approval of your or any other users’ use of the Services.

b) **Termination by You.** Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying the Company in one of three ways: (i) send a written notice to the postal address of your local

Company business office; (ii) send an electronic notice to the e-mail address specified on www.comcast.com; or (iii) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Services will accrue until this Agreement has terminated, the Services have been disconnected, and all Company Equipment has been returned. We will refund all prepaid monthly service fees charged for the Services after the date of termination (less any outstanding amounts due the Company for the Services, Comcast Related Services, Company Equipment, or other applicable fees and charges).

c) **Your Obligations Upon Termination.** Upon termination of this Agreement, you must: (i) immediately cease all use of the System and Company Equipment; (ii) pay in full for your use of the Services up to the date this Agreement is terminated and Services disconnected; (iii) pay the Company's reasonable collection costs, including attorneys' fees; (iv) within ten (10) days of termination, return all Company Equipment to us at our local business office in good working order, normal wear and tear excepted; and (v) permit the Company or its agents to peacefully enter the Premises to remove all Company Equipment or other materials provided by the Company. If you do not return, or the Company does not retrieve, any Company Equipment, you will be charged the full retail price for new replacements of such Company Equipment. The Company is not obligated to provide the Services after the date this Agreement is terminated. If the Company waives any default by you, that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

22. **Delays.** The Company has no responsibility or liability to you or any other person for delays in the Installation or repair of the System or performance of the Services, regardless of the reason, or for any resulting consequences. The Company has no responsibility or liability for interruptions of the Services, or any resulting consequences, whether due to strike, riot, flood, fire, terrorism, act of God or for any cause beyond the Company's control. During any such service interruption, the Company has no obligation to supply you any substitute services.

23. **Transfers/Assignments.** You cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations hereunder at any time without your consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts any or all of its obligations will have all of the Company's rights with respect to such obligations. The Company is not responsible, however, for any services, including monitoring, which are performed by any third party.

24. **Notices.** Unless otherwise indicated, all notices must be in writing, dated and signed by you and must be sent by first class mail or delivered to the Company at 1701 John F. Kennedy Blvd., Philadelphia, PA 19103.

25. **Electronic Media.** You agree that the Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. You also agree that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration. Faxed or other electronically generated signatures are binding on the parties.

26. **Miscellaneous.**

a) This Agreement and any Work Order contain the entire understanding between you and the Company and replaces any other documents or discussions the Company previously had with you. No handwritten changes or modifications to this Agreement shall be accepted by the Company, and no such changes shall be enforceable.

b) Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of the Company is limited to the maximum extent permitted by law. All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement.

c) This Agreement is governed by the laws of the State of New Jersey, without regard to such state's conflict of laws principles. Any suit or action that arises out of or relates or pertains to this Agreement or the subject matter hereof shall be brought only in the state or Federal courts of the State of New Jersey having jurisdiction.

d) If the Company does not approve this Agreement, the Company's only obligation is to refund any payments you have made. Any equipment or services the Company provides to you in the future are subject to the terms of this Agreement, as so amended.

e) If any provision of this Agreement is found to be invalid, the invalid portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining provisions shall still be effective. The

Company does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and the Company, nor trade practice shall act to modify any provision of this Agreement. Nothing contained in this Agreement shall be construed to limit the Company's rights and remedies available at law or in equity. The word "including" means "including without limitation." The Company will perform work only during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are incorporated by reference into this Agreement.