

ALPINE COMMUNICATIONS, L.C.

TERMS AND CONDITIONS FOR VIDEO PROGRAMMING SERVICE

1. **Terms and Conditions of Service.** Your video service agreement (the "**Agreement**") with Alpine consists of and is governed by our "**Terms of Service**", including: these Terms and Conditions of Service; the standard Service Agreement; the Service Application; and your selected Service Package. By subscribing to service, you affirmatively request Service agree to adhere to these service-specific Terms and Conditions, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with these service-Specific Terms and Conditions, your service may be suspended or disconnected.
2. **Service Term.** Your Agreement remains in effect for any **Minimum Term** as provided in the Service Agreement. In the absence of any Minimum Term or after any Minimum Term has expired, you will receive service on a month-to-month basis until service is terminated by you or canceled by Alpine in accordance with our Terms of Service. If you receive a promotion or discount in connection with your service and/or equipment, such as free service or equipment, reduced pricing, rebates or other incentives, the agreed Minimum Term is associated with the benefit you receive. Your Minimum Term begins the date you activate the service pursuant to the promotion or discount. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay Alpine a recovery fee for the promotion and/or discount you received as set forth in the Service Agreement.** Recovery fees are cumulative and in addition to any other charges or fees you may owe Alpine and any fees or charges that Alpine may charge upon disconnection in accordance with your Agreement.
3. **Scope of Service.** Service is Alpine's furnishing of video programming service. All programming selections have their own rates, terms, and conditions and are subject to change at any time. Current programming and the rates for available Service Packages are listed at <http://www.alpinecom.net> or are available upon request by contacting Alpine. From time to time, Alpine may change or delete its services, and may change its service and other charges. The Company will give you reasonable prior notice of increases or other changes in its charges in conformity with applicable law. For contract customers, applicable discounts will be applied to our standard rates (including changed rates) for the same Service Package(s), meaning your total payment to the Company may change (along with our standard rates) during your contract term. You understand and agree that, without liability to Alpine, the content, programs, and/or formats of the services may be discontinued, modified, or changed by the owners of such services at any time without prior notice to you. The Company cannot control the lawful "blacking out" of certain special events or programs, and Alpine has no responsibility for such matters.
4. **Monthly Charges.** You agree to pay for all services provided, including charges, for installation, Equipment, services provided on a per-channel or per-program basis, any other services and all applicable local, state or federal fees and taxes. All charges will be billed monthly. Payment terms are net 30 days. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. A customer account is in default if payment is not received by the due date stated on the invoice. If payment by check is returned unpaid, the customer account is immediately in default and subject to a returned check charge in the maximum amount permitted by law. Accounts unpaid ten (10) days after the due date may have service disconnected. An additional installation charge and/or a minimum service term may be required to restore service. For more details, refer to your monthly bill or contact a customer service representative.
5. **NO WARRANTY OF SERVICE.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR DEGRADATION OF QUALITY. NEITHER THE COMPANY NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF SERVICE OR EQUIPMENT THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE OR EQUIPMENT, IF ANY, BY THE COMPANY'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.
6. **Service Accounts.** Service accounts are assigned to customers only, and the customer signing this Agreement shall be treated as the account owner for all purposes. You may not assign or transfer your rights or obligations under this Agreement without the express written consent of Alpine. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number. You are responsible for keeping all billing data with Alpine up-to-date and accurate. Furnishing false data to Alpine is grounds for immediate disconnection of service and may subject you to civil or criminal liability.
7. **Use of Service.** We provide Service only for your private non-commercial use, enjoyment, and home viewing. With the exception of designated commercial packages, video programming may not be viewed in areas open to the public or in

commercial establishments. You may not rebroadcast, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks. Alpine or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission (FCC), and other applicable laws.

**8. Equipment.** For purposes of this Agreement “**Equipment**” includes all equipment provided to you by Alpine for reception of video programming service, including without limitation set-top boxes and ancillary remote controls, wiring, decoders, outlets, terminals, modems, routers, etc installed in or on your premises. Equipment is provided to you for the term of service and solely for your use in connection with lawfully receiving video programming service. All Equipment provided and installed by Alpine shall remain the sole and exclusive property of Alpine, unless otherwise specified in writing by Alpine or as provided by applicable law.

**9. Equipment Warranty.** If any Equipment is defective when installed or provided, Alpine will either repair or replace the defective Equipment. Replacement of defective Equipment constitutes Alpine’s entire liability to you and your sole remedy under this Agreement, whether such claim or remedy is sought in contract or tort (including negligence, strict liability or otherwise). THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN THE PLACE OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. Installation and Maintenance.** You agree to indemnify and hold Alpine and its employees and agents harmless from all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of any act or failure to act by Alpine in connection with the installation, connection, maintenance, operation, failure and removal of any Equipment or any customer premises equipment owned by you (“**CPE**”), except as caused solely by the gross negligence or willful misconduct of Alpine. You expressly assume all risks associated with installation, connection, maintenance, operation, failure and removal of Equipment and CPE, and Alpine shall not be responsible or liable for any damage to, or loss or destruction of, any television, VCR, audio receiver, remote control or other CPE.

**11. Safekeeping of Equipment.** You are responsible for the safekeeping of all Equipment placed in or on your premises. Without limiting the preceding, you are responsible for protecting Equipment by connection to a UL-certified surge protector/suppressor. In the event that Equipment is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment.

**12. Service and Repairs.** The Company undertakes reasonable efforts to maintain its network and respond to service calls in a timely manner. The Company will repair damage to Equipment or interruption of service due to reasonable wear and tear or technical malfunction. The Company assumes no liability for damage to Equipment acts of nature, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather, acts of any governmental body or any other causes or circumstances beyond Alpine’s reasonable control. The Company assumes no responsibility for the operation, maintenance, or repair of any CPE, including but not limited to televisions, VCRs, audio receivers, etc. Physical damage to Equipment caused by your intentional or negligent misuse or failure to connect equipment to a UL-certified surge protector/suppressor is your sole responsibility, and you shall pay Alpine its then current rate for the cost of repair or replacement.

**13. Return of Equipment.** If you cancel service or if service is terminated by Alpine, then you must return the Equipment to Alpine during regular business hours, Monday through Friday (except holidays), within ten (10) days of the cancellation or termination of service. All Equipment must be returned to Alpine’s business office or an alternative location designated by Alpine at the time of termination or cancellation. The Equipment shall be returned to Alpine in the same condition that you received it, except for normal wear and tear. **Do not return equipment by mail or delivery service.** If you are unable to travel to Alpine’s business office or other designated location to return the Equipment, you may request pick-up. Provision of pick-up service is solely at Alpine’s option and Alpine’s refusal or failure to provide pick-up service will not excuse your obligation to return Equipment. If Alpine agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up.

**14. Failure to Return Equipment.** If after ten (10) days from cancellation or termination of service, the Equipment has not been returned to Alpine, then you will be assessed a late charge of five dollars (\$5.00) per day. If after twenty (20) days from cancellation or termination of service, the Equipment has not been returned to Alpine, you may be charged for the full cost of the Equipment. If Alpine is required to initiate legal action to recover the replacement cost of Equipment or, at its option, to recover the Equipment itself, then you will be liable for collection costs and/or for any reasonable attorneys’ fees, expenses and court costs incurred by Alpine in bringing legal action.

**15. Access to Premises.** The Company may enter into, upon and over your premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove its outlets and Equipment. To the extent the same is consistent with your ownership of the premises, you grant Alpine a temporary and permanent easement to

construct, install, maintain, and/or replace transmission facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all other Equipment necessary or convenient in connection with the provision of video programming service. In the event you are not the owner of the premises upon which service installation is requested, you warrant to Alpine that you have obtained the consent of the owner of the premises for Alpine to make installation and maintenance contemplated by this Agreement. If you are not the owner of such premises, you agree to indemnify and hold Alpine harmless from and against any claims of the owner arising out of the performance of this Agreement.

**16. Theft of Service or Willful Damage to Equipment.** The law prohibits: (a) theft or unauthorized reception of video programming service; (b) assisting theft or unauthorized reception of video programming service (including the manufacturing or sale of equipment intended for such unauthorized use); and (c) willful damage, alteration or destruction of Equipment or facilities installed in or located on your premises or otherwise provided to you by Alpine. You may be subject to both civil and criminal penalties for such conduct.

**17. Limitation of Liability.** The Company shall not be liable for any delay or failure to provide service at any time or from time to time, or any interruption or degradation of service quality that is caused by any of the following:

- an act or omission of an underlying carrier, programming provider, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power;
- any act or omission by you or any person using the service; or
- any other cause that is beyond Alpine's control, including, without limitation, a failure of or defect in any hardware, software or equipment.

In any event, Alpine's aggregate liability under this Agreement shall not exceed the service charges with respect to the affected service for the applicable time period.

**18. DISCLAIMER OF LIABILITY FOR CERTAIN DAMAGES.** IN NO EVENT SHALL ALPINE, ITS EMPLOYEES, AFFILIATES OR AGENTS HAVE ANY LIABILITY FOR: (1) ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ALPINE'S PROVISION OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU BY ALPINE ANY OTHER PARTY, (2) ANY CLAIMS OR DAMAGES ARISING FROM PROGRAMS OR OTHER CONTENT WHICH YOU RECEIVE BY USING THE EQUIPMENT OR SERVICE, OR (3) ANY DELAY OR FAILURE TO BY ALPINE TO PERFORM ITS OBLIGATIONS, IF SUCH DELAY OR FAILURE ARISES IN CONNECTION WITH ANY ACTS OF NATURE, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSUALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND ALPINE'S REASONABLE CONTROL. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT THE COMPANY WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

**19. Termination by Customer.** You may terminate service at any time by notifying Alpine or a representative thereof, and directly surrendering Equipment to Alpine in accordance with your Agreement. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay Alpine a recovery fee for the promotion and/or discount you received as set forth in the Service Agreement.** In addition to any applicable recovery fee, account holders are liable for all services rendered by Alpine prior to your notice of intent to terminate service until the time that all Equipment is returned. Information regarding an intended moving or disconnection date must be communicated to Alpine business office during normal business hours.

**20. Disconnection or Discontinuance of Service by Company.** The Company reserves the right to suspend or discontinue service generally, or to disconnect your service, at any time in its sole and absolute discretion. If Alpine discontinues service generally, or disconnects your service without cause, you will only be responsible for charges (if any) accrued and unpaid through the date of disconnection, including a pro-rated portion of the final month's charges. If your service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current service term, including, without limitation, unbilled charges plus the applicable recovery fee, all of which will immediately become due and payable.

**21. Customer Privacy.** We collect personally identifiable information as needed to provide our cable/video service or other services to subscribers or to detect unauthorized reception of service. The use and disclosure of this personal data is governed by our federal law, our privacy policy and, to the extent not inconsistent with our privacy policy, by your Agreement.

A copy of our privacy policy was provided to you at the time of installation of service and will be provided to all subscribers annually. A copy of the privacy policy is available at <http://www.alpinecom.net>. We will also send you a copy of our privacy policy if you send your written request to the address of our business office as shown on your invoice.

**22. Credit Matters.** As disclosed in and authorized by the service application, Alpine may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from an independent credit reporting or credit scoring agency. In addition, Alpine may pursue collection for delinquent or unpaid amounts on Customer's account and may report account delinquencies to credit reporting or credit scoring agencies.

**23. Survival.** The provisions of your Agreement that by their sense and context are intended to survive the discontinuance or disconnection of your service shall survive such discontinuance or disconnection.

**24. No Third Party Beneficiaries.** No provision of your Agreement provides any person or entity not a party to the Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**25. Governing Law.** Your Agreement and the relationship between you and Alpine shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.

**26. No Waiver of Rights.** The Company's failure to exercise or enforce any right under or provision of your Agreement shall not constitute a waiver of such right or provision.

**27. Entire Agreement.** Your Agreement constitutes the entire agreement between you and Alpine and governs the use of service by you, members of your household, guests and employees. Your Agreement, including these Terms and Conditions of Service, the Service Agreement, the Service Application, and your selected Service Package, supersedes any prior agreements between you and Alpine and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter. Any conflict among or between the terms and conditions included in the documents making up this Agreement will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) the Service Agreement;
- (b) the Terms and Conditions of Service;
- (c) the Service Application; and
- (d) the selected Service Package

**28. Change in Terms and Conditions.** Alpine reserves the right to change these Terms and Conditions. If we make any such changes, we will provide you notice of changes consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e mail, on our website, or by other permitted communication. If you elect not to cancel your service after receiving notice of such changes, your continued receipt of service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your service as provided herein.

**29. Severability.** If any part or provision of the Agreement is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of the Agreement.