

2021 BEAM Annual Customer Notification

BEAM appreciates your subscription to our cable television service. To ensure that you, the customer ("You"), understand our video products and terms of service, we have outlined some essential information below. Please note that the service listed in this notice may not be available in all areas, and that some of the policies, procedures, and/or services herein are not applicable to all BEAM Business video customers (exceptions may exist by product type). If you have any questions about this notice or about BEAM's video and non-video services or policies, please contact BEAM Customer Service at 334.298.7000 or go to our website at www.ctvbeam.com. You can also find instructional videos, user guides, troubleshooting steps, and FAQs for BEAM's products and services at www.ctvbeam.com.

The terms and conditions applicable to your services contain a binding arbitration provision, which includes a waiver of class actions and provisions for opting out of arbitration and affects your rights with respect to all services.

OVERVIEW OF BEAM TELEVISION SERVICES

BASIC SERVICE: (Basic Tier Available) The Digital Skinny/Lifeline Cable Tier, is our lowest level of video service. Digital Skinny/Lifeline Cable includes off air broadcast stations and may include any franchise-required public, educational, and government access channels. Pursuant to federal law, You must subscribe to this Digital Skinny/Lifeline Cable Tier of basic service in order to subscribe to any other cable video service.

OTHER OPTIONAL SERVICES:

The following services are optional levels of service above and beyond the Digital Skinny/Lifeline Cable Tier: Digital Advantage, Digital Elite Tier, Premium channels and packages, HD programming, DVR service, Internet and Phone.

PROGRAMMING:

You may view channel line-ups and additional services available in Your area at www.ctvbeam.com. BEAM receives programming from various broadcast and cable networks. All such programming is subject to change at any time, subject to applicable law. BEAM is not responsible for the content or schedule aired by these networks. Please contact specific cable or broadcast networks directly with your programming complaints or questions.

PAY-PER-VIEW AND ON DEMAND:

Pay-Per-View and On Demand are for private, in-home viewing only, not commercial establishments accessible to the general public. In the event that these services are available to You, to order one of these services, Your account must be current. These services are not available with a DTA or CableCARD device (as such devices are defined/explained below). With a digital receiver, You may order using BEAM's remote control. Some customers may need to call BEAM to order live Pay-Per-View events. To prevent unauthorized use in Your household, You are responsible for setting up a PIN number. Parental Control and Rating preference, BEAM will not give credit for the following circumstances: 1) unauthorized use; 2) If you record a Pay-Per-View event or movie and are not present to monitor the recording; 3) If you do not call to report reception problems while the movie or event You ordered is on, or 4) If you do not call to report You did not receive the movie You ordered, while that movie is on.

SERVICE PROTECTION PLAN:

A Service Protection Plan is an optional service available to You for a low monthly rate. It ensures that You do not have to pay BEAM to repair cable and telephone communication wires that are inside Your home. Certain limitations apply to the Plan, such as the exclusion of repairs to alarm/electrical/partial wiring, customer-caused damage or abuse, and alterations to BEAM equipment. For more information about the Service Protection Plan, please contact us. If You have someone other than BEAM install the inside wiring in Your home, or if You do it Yourself, You are responsible for ensuring that the wiring does not interfere with the normal operation of the cable system and that it complies with applicable federal regulations, including protections against signal leakage.

CABLE COMPATIBILITY:

BEAM is an entirely-digital network in which all programming is encrypted, to assure that services are received only by authorized subscribers. A BEAM issued digital receiver, digital DVR, or CableCARD (the foregoing equipment is sometimes hereinafter referred as a "BEAM receiver") used with a certified compatible digital receiver is required to view PPV and On Demand programming in your area. HD capable equipment is required to view HD programming. A CableCARD is an additional device designed to provide some of the same functionality provided by a BEAM issued digital receiver without using BEAM issued receiver) when used with a customer owned retail digital receiver (such as a TIVO device) that supports the CableCARD and is certified to be compatible with BEAM's digital network. Most retail boxes that are CableCARD ready are compatible with BEAM's system. A CableCARD will not

provide all services (including, but not limited to, two-way communication services such as the on-screen programming guide, On Demand, on screen ordering of Pay-Per-View). Please note that the category of BEAM receivers known as DTAs are also one-way devices and cannot access our two-way cable services.

If You need assistance connecting Your BEAM receiver to Your television, instructional videos are available on our website, or please contact us. To operate Your TV after it is connected to the cable system, turn on Your television and the BEAM receiver and select the channel You wish to watch by selecting it on the BEAM receiver box using a remote control. If You have any questions about this notice or about BEAM's video and non-video services or policies, please contact BEAM Customer Service at 334.298.7000 or go to our website at www.ctvbeam.com. You can also find instructional videos, user guides, troubleshooting steps, and FAQs for BEAM's products and services at www.ctvbeam.com.

THE TERMS AND CONDITIONS APPLICABLE TO YOUR SERVICES CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 12, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS CUSTOMER'S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

1. **BEAM Property:** All BEAM-provided equipment distributed to and/or installed for use in the Customer's service location(s) or by or on behalf of BEAM ("Equipment") remains the property of BEAM, including without limitation, converter box(es), evolution DTA box(es),

appropriate for Your needs.

PARENTAL CONTROLS: A Parental Control feature is available on the BEAM issued digital receiver to prevent children from watching certain programming. You may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver in order to activate parental controls, press the menu button on Your BEAM remote, click on the "lock" icon, and then follow the prompts to set controls. Should You deactivate the Parental Control feature for a program rating (as opposed to a specific channel), this will deactivate the Parental Control feature for all programming with that rating. You will then have to reactivate the Parental Control to again block out the desired rating. It is recommended that You occasionally verify that the Parental Control feature is activated and operational for your desired settings. If You do not utilize a BEAM digital receiver, You may need to follow manufacturer's instructions in order to set parental controls. BEAM does not control or assign the specific ratings of the programming/content. If You have questions or need additional instructions concerning how to set Parental Controls, You may also contact BEAM.

SERVICE PROCEDURES

REQUEST FOR CONNECTION: Request for connection may be made at the local BEAM office or by calling us at 334.298.7000. You will be advised of installation and applicable pre-payment amounts at the time of requesting service. The named account holder must be at home during any installation or repair of Your cable television service, unless the account holder has provided written authorization for another individual to be present for installation or repairs. Any such authorized individual must be eighteen (18) years of age or older and must be able to provide the BEAM technician with a government issued picture ID. BEAM's policy is for employees to display identification badges during visits to a customer service location. Unless otherwise specified, billing begins on the date of physical installation.

SERVICE CALLS:

If you have a technical problem that is cable system related, there will be no charge for the service call if the problem is associated with the cable plant that BEAM maintains. In all other cases (subject to the terms of the Service Protection Plan, to the extent applicable) and where the problem is a result of unauthorized tampering with the cable or abuse of BEAM's equipment, a service call charge may be assessed.

BEAM CHANGES IN SERVICE AND CHARGES:

All programming content, services, Equipment, and rates are subject to change in accordance with applicable law. Please contact BEAM if You have questions.

To contact BEAM call 334.298.7000 or visit www.ctvbeam.com

Russell County
Russell County Administrator
1000 Broad St.
Phenix City, AL 36867
334-298-6426

Lee County
County Commission Chairman
P.O. Box 626
Opelika, AL 36803
334-737-3660

THEFT OF SERVICE

Any person who unlawfully intercepts or receives communications provided over a cable system or tampers with cable equipment violates the Federal Communications Act as amended. [See 47 U.S.C. §533]. This includes the theft of audio, video, textual data or other service, including data transmitted to or from You over a system that has interactive capability. Cable theft can also occur when an individual continues to receive BEAM's cable signal subsequent to termination of service. Parties found guilty of cable theft are subject to both civil and criminal penalties, which may include substantial fines and/or time in prison.

TERMS AND CONDITIONS

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and/or software used in providing or receiving services;

- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of BEAM's services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the service is being used and to improve the service;
- manage and configure our devices, systems and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

with valid legal process. In these situations, BEAM may be required to disclose personally identifiable information about You without Your consent and without notice to You. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications, and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the request or order and then it may be up to You to object to take specific action to prevent any disclosures pursuant to those requests or orders.

We

may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies or (d) as otherwise required by law, for example, as part of a regulatory proceeding.

Where

you choose to interact with us through social media, your interaction with those platforms typically allows the social media company to collect some information about you through digital cookies they place on your device and other tracking mechanisms they place on your device. In some cases, the social media company may recognize you through its digital cookies even when you do not interact with its application. Please visit the social media companies' respective privacy policies to better understand their data collection practices and the controls they make available to you.

How does BEAM use cookies and other tracking technologies?

We

may collect information on our websites using cookies, web beacons or similar technologies. These methods permit us to collect various types of information, including which pages you visit, how you use the services, which of our email messages you read, and other information. BEAM may use this information to understand usage patterns and provide examples. We may provide subscriber lists or certain non-personal information to third parties working on our behalf such as audience measurement or market research firms, for example. These firms may combine this information with other aggregated demographic information (such as census records) to provide us with audience analysis data, though we will require them to remove personally identifiable information about our subscribers from this data. We may use audience analysis data to improve our television service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute and deliver relevant programming and advertising to you.

We

may combine personally identifiable information that we collect, as described in this Policy, with personally identifiable information obtained from third parties for our own use to better understand our customers and provide more relevant services.

How does BEAM disclose the information it collects?

We

will only disclose personally identifiable information to others if: (a) a customer provides written or electronic consent in advance, (b) the receiving party is our corporate affiliate or a service provider that is under a contractual obligation to use it only for BEAM's purposes, or (c) it is permitted or required under federal or applicable state law. Specifically, federal law allows BEAM to disclose personally identifiable information to third parties:

• when it is necessary to provide BEAM's services or to carry out BEAM's business activities;

• for mailing list or other purposes, subject to your ability to limit this last type of disclosure as described below; or

• as required by law or legal process.

To

provide services and carry out our business activities, certain authorized persons have access to your information, including our employees, entities affiliated through common ownership or control with BEAM and third parties that provide or support our provision of the services. The frequency of disclosures varies according to business needs, and may involve access on a regular basis.

Unless

you, federal law also allows BEAM to disclose through "mailing lists,"

personally identifiable information, such as your name, address and the level of your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research.

For example, MAC addresses or other equipment identifiers, and other data. Our services may automatically collect certain non-personal information when you use our websites or an interactive or transactional service, such as when you use your set-top box remote control. This information is generally required to provide the service and is used to carry out your requests.

We

may collect and maintain information about your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from you; information about the service options that you have chosen; information the equipment you have, including specific equipment identifiers; and information about your use of our services, including the type, technical arrangement, quantity, duration and amount of use of certain of those services, and related billing for those services.

Why does BEAM collect personally identifiable information?

In

general, BEAM uses personally identifiable information about you: (a) when it is necessary to provide our services to you; (b) to prevent unauthorized reception of our services; and (c) consistent with your consent.

More specifically, BEAM collects and uses personally identifiable information to:

• properly deliver our services to you;

• provide you with accurate and high-quality customer service;

• as required by law or legal process.

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For example,

PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICE HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICE, COMPANY EQUIPMENT AND ANY SOFTWARE, OR ANY BREACH BY COMPANY OF ANY OBLIGATION COMPANY MAY HAVE UNDER THIS AGREEMENT, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE. REGARDLESS OF CAUSE, COMPANY SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR FOR THE DEGRADATION OR INTERRUPTION, OF ANY SERVICE; FOR ANY LOST DATA OR CONTENT; IDENTIFY THEFT; OR ANY DAMAGE TO CUSTOMER EQUIPMENT, PROPERTY, OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICE. IN NO EVENT SHALL COMPANY'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO ACCESS AND USE THE SERVICE FOR A PERIOD OF THREE MONTHS. CUSTOMER HEREBY RELEASES COMPANY FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

Limitations of Liability for Service Failure; Outage Credits. Customer understands and agrees that the Service is not fail-safe and may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons that may be beyond Company's reasonable control. Temporary service interruptions shall not constitute a failure by Company to perform under this Agreement. Customer's sole and exclusive remedy for any service interruption is a pro-rated credit for monthly recurring service charges for completed failure of a Service at least twenty-four consecutive hours. Service interruptions do not include any failure of a Service or loss of access to a Service that is caused by Customer or any person Customer permits to enter his property or use a Service. Customer's Equipment, loss of power at Customer's premises, any force majeure event or other circumstance beyond Company's control.

TO QUALIFY FOR A CREDIT, YOU MUST REQUEST IT WITHIN 60 DAYS OF THE SERVICE INTERRUPTION.

No Liability Arising from Content, Communications, or Third-Party Services. Customer acknowledges that content, communications, or applications that Customer may access or transmit through the Service are provided by independent content providers, over which Company does not exercise and disclaims any control. Company does not preview content or exercise editorial control; does not endorse any opinions or information accessed through the Service; and assumes no responsibility for content or other material received from a third party. Company specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and other users accessing other content, communications, or applications through the Service do so at their own risk, and Customer holds harmless Company from any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content, communications, or applications, and from any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service or from the installation, maintenance or removal of any Service, network, or related equipment or software.

Force Majeure Event. Company shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Service or other inability to perform any obligations under this Agreement, directly or indirectly caused by circumstances beyond Company's commercially reasonable control, including but not limited to inability to use or damage to poles, cables, rights-of-way, communications satellite or other facilities; strike or labor disputes; disputes with service or content providers; acts of mischief, war, riot, terrorism or insurrection; pandemic or public health emergency; criminal, illegal or unlawful acts; natural causes; acts of God, fire, flood, lightning, wind, ice, earthquake, tornado, or other weather conditions or storm; explosion, power blackout, cable cut, or acts of third parties not acting under the direction of Company; unavailability of services or materials upon which the Service relies; mechanical or power failures; inability to access Customer premises; or any order, law, ordinance, or governmental or quasi-governmental action or inaction in any way restricting or delaying the operation or delivery of a Service.

Interference. Customer waives all claims against Company and its service providers,

for interference, disruption, or incompatibility between Company Equipment or the Service and any other service, systems, or equipment. Should any antenna, a signal amplification system or other third-party device interfere with the Service provided by Company, Company is not obligated to distribute a signal to the Customer premises better than the highest quality which can be furnished as a result of such interference. In the event of such interference, disruption, or incompatibility, your sole remedy shall be to terminate the Service in accordance with the Agreement.

14. Indemnification. Customer agrees to defend, indemnify and hold harmless the Company, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content provider and other persons and entities involved in providing the Service or Company Equipment from and against any and all claims, losses, suits and expenses, including reasonable attorneys' fees, arising out of or related in any way to (a) the use of the Service or Company Equipment by Customer; (b) the use of any other products or services provided by Company; (c) the injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Company Equipment, facilities or associated wiring, (d) libel, slander, or the infringement of intellectual property or other rights arising directly or indirectly from the material transmitted over the facilities of Company or by Customer's use of or interaction with the Service or Equipment; (e) claims by the owner of property arising from Company's access of such property to provide a Service to Customer; and (f) against all other claims arising out of any act or omission of Customer, including but not limited to breach of this Agreement.

15. Customer Use of Service. The Services are provided solely for Customer's personal, residential use and Customer shall not use Service for any commercial purpose, unless Customer has purchased a service expressly identified by BEAM as a commercial or business service ("Commercial Customer"). Customer will not, and will not permit another person, to: resell, redistribute, or provide unlawful access to any Service in whole or in part; falsify IP address, calling party number or other telephone signaling information, packet header, email header, sender, or user information, such as to mask the identity of the sender, originator or point of origin; intercept, redirect or otherwise interfere with communications intended for third parties; or use any Service in any manner that violates applicable law or this Agreement or for any unlawful or fraudulent purpose, harms or interferes with use of Company's network, interferes with the use or enjoyment of services received by others, infringes or facilitates the infringement of intellectual property rights, results in the publication or distribution of threatening, harassing, or offensive material, invades the privacy or security of any person, impersonates any person or entity, or attempts to gain unauthorized access to any network, computer, content database or system. The Customer whose name under which the account for Service is established is responsible for any access, use or misuse of the Service and Company Equipment provided to them, whether authorized or not, including but not limited to the obligation to pay for all charges for additional telephone usage, on-demand programming, and other services. Customer is responsible for selecting appropriate passwords and maintaining the confidentiality thereof, and for ensuring that all users understand and comply with all terms and conditions applicable to the Service.

16. Access To Customer Premises. Customer grants BEAM and its employees, representatives and agents the right to enter Customer's premises and access Company Equipment, the wiring within Customer's premises and Customer Equipment as Company deems necessary and appropriate to install, connect, inspect, maintain, repair, replace, disconnect, monitor, remove or alter Company Equipment, check for signal leakage, or to install or deliver the Service, or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing wiring in or on Customer's premises, and drill, cut, and otherwise improve on the premises (including walls, flooring, landscaping, and/or other surfaces) in order to install, maintain, or repair the Service. Customer shall cooperate in providing such access upon request of Company. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the permission of the owner of the premises for Company's personnel to enter the premises to install, maintain, and repair the Service and to make any alterations that Company deems appropriate for the work to be performed. BEAM's failure to remove its Equipment shall not be deemed abandonment thereof. If, in BEAM's sole determination and discretion, the installation and maintenance of Service requested at Subscriber's premises are or may become hazardous or dangerous to our employees, the public or property, BEAM may refuse to install and maintain such Service.

22. Enforcement. Customer authorizes Company and its affiliates to cooperate with law enforcement authorities and other service providers in the investigation or prosecution of criminal violations and to enforce this Agreement. Such cooperation may include providing certain Customer identifying information to these parties, to the extent permitted by applicable law.

17. Contact: By providing your phone number as part of our established business relationship, and regardless of whether it is on the federal Do-Not-Call Registry (or state equivalent(s)), you consent to receiving calls and text messages from BEAM and/or our agents or vendors for any purpose, including sales, marketing, promotional offers, customer care, and/or collections, placed by any means, including autodialed or prerecorded voice calls and text messages. Consent is not a condition to purchase any goods or services. To opt out of future messages text STOP. For customer assistance text HELP.

23. Notice. Company may deliver any required or desired notice to Customer by posting the notice on Company's website, in any invoice sent to Customer, by sending notice via email to any email address provided to Company by Customer, by publication, or U.S. postal mail to Customer's billing or service address. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Company may from time to time notify Customer about important information regarding the Service, Privacy Policy and the Agreement by such methods, Customer agrees to regularly check their postal mail, email, Citizen Newspaper, and all postings on the Company website.

24. Miscellaneous.

No Assignment. Customer may not assign, or transfer in any manner, the Service, this Agreement, Equipment supplied by BEAM, and/or any rights associated with this Agreement. BEAM may assign, transfer and/or sell this Agreement the rights and obligation of BEAM hereunder, in whole or in part.

Severability. If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

Survival. All representations, warranties, disclaimers, indemnifications, dispute resolution provisions (including the Arbitration Provision), payment obligations, and limitations of liability contained in this Agreement shall survive the termination of this Agreement, or your Service with Company, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

Modifications. Customer may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. Company may modify the Agreement pursuant to the change provisions set forth herein.

Use of Service. Customer shall not and shall not allow others to use the Internet Service to: (a) transmit any file that contains a virus, lock, key, bomb, worm, spyware, time bomb, cancel bot, corrupted file, root kits, Trojan horse or other harmful or debilitating feature that may damage the operation of another's computer, network, system or other property, or be used to engage in hijacking; (b) distribute any mass unsolicited e-mail or other communication, including commercial advertising (except that Commercial Customers may send commercial email, provided that such emails provide recipients a means for opting-out of future communications), solicitations for donations, or chain mail; (c) cause denial of service to other users on the network or otherwise generate large levels of traffic; (d) use, possess, post, transmit or disseminate material that is obscene, profane, pornographic, unlawful, threatening, abusive, libelous, slanderous, defamatory, encourages conduct that may violate laws or regulations, or gives rise to civil liability; (e) access or use, without the consent of the owner, any computer, software, data, confidential or proprietary content, or copyrighted, trademarked or patent protected material; (f) interfere with computer networking or other services to or from any Internet user, host or network, including but not limited to the propagation of denial of service attacks, overloading a service, improper seizure or abuse of operator privileges, hacking, or attempting to crash a host or service; (g) operate a commercial server in connection with the Service, including FTP, IRC, SMTP, POP, HTTP, DNS or any multi-user forums (Commercial Customers excepted); (h) scan any device without the consent of the owner or person who believes that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is the course of conduct between the parties or trade practice shall act to modify any provision of this Agreement.

Governing Law. This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Alabama, without regard to its conflicts of law provisions.

No Third Party Beneficiaries. The parties agree that the terms of this Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement (except to the extent that this Agreement expressly otherwise provides with respect to any such third parties, including without limitation under the terms of Section 12), that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights under this Agreement or the right to require the performance of obligations by either of the parties under this Agreement.

No Waiver. The failure of Company to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Company or the ability to assert or enforce such right at any time in the future.

E-mail. As part of the subscription to Internet Service, Customer will be provided with the ability to set up a limited number of email addresses. Customer is responsible for the setup and proper usage of these addresses. Company reserves the right to limit the storage capacity of e-mail accounts, and to modify, delete or correct any accounts that exceed such limitations. Company reserves the right to reclaim any inactive e-mail addresses or accounts from Customer at Company's sole discretion and without notice. Company shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.

ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE

In addition to the general terms above, the following additional terms are applicable to Video Service:

Use of Service. You may not rebroadcast, transmit, record, perform, or charge admission to view or listen to any of the programming made available by the Service unless you obtain and pay for any public performance licenses. Customer is responsible for assuring that adult-oriented programming services are not ordered or viewed by persons less than 18 years of age.

ADDITIONAL TERMS APPLICABLE TO PHONE SERVICE

In addition to the general terms above, the following additional terms are applicable to Phone Service:

Limitations of Phone Service and 911 Dialing.

a. Power/Network Outages. PHONE SERVICE INCLUDING 911 WILL NOT WORK IF ELECTRICAL POWER IS NOT AVAILABLE OR IF COMPANY'S NETWORK IS NOT WORKING PROPERLY. The Company Equipment for Phone Service is intended to include a battery that will enable Customer to make and receive calls for a limited period of time in the event of a power failure, but it is Customer's responsibility to ensure that such battery is present and functional and to replace same when necessary. Company recommends that you maintain at least one non-cordless phone to be able to use the service for a period of time in the event of a power failure.

Correct Address. Prior to initiating the Phone Service, Customer must provide Company the valid street address where the Phone Service will be utilized. Customer may not move the phone modem from the location it was originally installed. Commercial customers with multiple telephone lines are responsible for assuring that each telephone

Personal Web Pages and Content. Customer is solely responsible for any information, material or content that Customer publishes on its web pages or otherwise makes available on the internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. Company reserves the right to refuse to post or to remove any information, material or content, in whole or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Service Performance and Network Management. Company has no obligation to track use of Customer; however, as part of providing the Service and in order to protect from unauthorized reception of Service, Company may track certain usage, patterns and selection indicated by Customer or other information necessary to satisfy any law or regulation, or to protect the Service. Company reserves the right to protect the integrity of its equipment and customers. Customer agrees that actual upload or download speeds that are experienced at any given time will vary based on a number of factors, including the capabilities of Customer's equipment, Internet congestion, the performance of network equipment, the technical properties of websites visited, environmental factors, the content and applications accessed, the condition of any lines between these two points, and any network management tools and techniques employed by Company. If the Customer uses their own modem and/or router and it is anything less than DCSUS 3.1, there is a strong possibility that you will not receive the internet speeds you are purchasing. A service charge may be imposed upon the dispatch of a technician for issues related to slow speeds due to the configuration of the equipment or its settings.

Equipment. Whether the modem is owned by Customer or Company, Company shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time that Company, in its sole discretion, determines it is necessary or desirable.

Security; Network Integrity. Company does not guarantee that Customers are protected from hackers, viruses, malware, or other harmful elements that may result from using the Internet Service, and as such, Customer should not rely on Company to provide such protection. Company does not encrypt Customer's traffic and third parties may be able to access Customer's traffic and devices from across the Internet, including your software, files and data. Customer is solely responsible for any security devices or software that you choose to use, and Company is solely responsible for any security devices or software that you choose to use. It is Customer's responsibility to protect Customer's computer and data from harmful malware by installing firewall and other anti-virus software. Company may run third party virus check software or other protection measures over its network; however, Company does not represent, warrant or covenant that such measures will detect, repair or correct any or all harmful material. BEAM will take appropriate (as decided by BEAM's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

Back-up. Customer agrees to back-up all existing computer files prior to initiation of or any change in Service, equipment or software, and accepts sole responsibility for lost or damaged files, data or programs. Company shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.

ADDITIONAL TERMS APPLICABLE TO PHONE SERVICE

In addition to the general terms above, the following additional terms are applicable to Phone Service:

Limitations of Phone Service and 911 Dialing.

a. Power/Network Outages. PHONE SERVICE INCLUDING 911 WILL NOT WORK IF ELECTRICAL POWER IS NOT AVAILABLE OR IF COMPANY'S NETWORK IS NOT WORKING PROPERLY. The Company Equipment for Phone Service is intended to include a battery that will enable Customer to make and receive calls for a limited period of time in the event of a power failure, but it is Customer's responsibility to ensure that such battery is present and functional and to replace same when necessary. Company recommends that you maintain at least one non-cordless phone to be able to use the service for a period of time in the event of a power failure.

Correct Address. Prior to initiating the Phone Service, Customer must provide Company the valid street address where the Phone Service will be utilized. Customer may not move the phone modem from the location it was originally installed. Commercial customers with multiple telephone lines are responsible for assuring that each telephone

device is programmed to transmit to 911 systems additional information such as room number, floor number, or similar information necessary to adequately identify the location of the calling party. IF CUSTOMER MOVES THE PHONE MODEM FROM THE REGISTERED ADDRESS, CUSTOMER'S PHONE SERVICE MAY NOT FUNCTION PROPERLY AND 911 OPERATORS MAY NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.

Not All Equipment, Services, and Call Types Supported. The Voice Service may not be fully compatible with all types of third-party equipment and services. It is the Customer's responsibility to test such compatibility prior to any time at which the Customer may need to rely on such equipment and services, including but not limited to home security and alarm systems, medical monitoring systems, fax machines, dial-up modems, TDD/TI or other hearing impaired devices, rotary phones, and PBX equipment. Voice Service is not guaranteed to complete all call types or access all functions offered by other telephone service providers, such as busy line verification and busy line interruption, shore-to-shore calling and other satellite-based services, three-digit N11 codes not required to be completed by law, and certain function codes preceded by an asterisk such as automatic callback and automatic recall. Company reserves the right not to complete calls to dial-around services (10-10-XXX), 900 or 976 telephone numbers, operator assisted calling (including person to person and station to station), or any other call types in which charges typically would be billed to the originating caller on behalf of a third party and Company might be expected to act as a collection agent. If Company completes any such call, Customer is responsible for paying all charges passed through by Company. Company shall have no liability for Customer's inability to use any third-party equipment or services, complete or receive calls, or for any of the other limitations described in this paragraph, and Customer's sole remedy therefore is to purchase additional or replacement voice services from a third party.

LIMITATION ON LIABILITY. IN ADDITION TO THE LIMITS FOUND ELSEWHERE IN THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO COMPLETE A CALL TO 911, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY (AND ANY OF ITS THIRD PARTY SERVICE PROVIDERS THAT PROVIDE SERVICES TO COMPANY IN OR FOR COMPANY TO PROVIDE PHONE SERVICES TO YOU) FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE.

Additional Charges Related to Phone Service. In addition to recurring charges, Customer agrees to pay Company for all usage-based charges including, but not limited to, collect calls, international calls, directory assistance, and operator-assisted calls.

Phone Numbers/Portability. b. Switching to Company. If Customer is switching from another provider, Customer may transfer their existing phone number to the Phone Service (in certain areas), provided that the following conditions apply: (1) Customer requests the phone number transfer at the time the order is placed; (2) Customer provides complete and accurate information; (3) Customer's current provider releases the phone number without delay and without imposing non-industry standard charges; and (4) transfer of Customer's phone number would not, in Company's sole discretion, violate applicable law or Company's processes or procedures. In the event that the Customer desires to cancel or reschedule their installation date, Customer must notify Company no later than two business days before the installation date in order to prevent Customer's phone service from being interrupted. It is Customer's responsibility to cancel Customer's pre-existing services purchased from other providers.

Switching from Company. To transfer your phone number from Company to another provider, Customer must place the order to transfer through Customer's new service provider and not through Company. Company will release Customer's phone number to Customer's new provider, provided that: (1) Customer's new provider submits a properly completed transfer request; (2) Customer's new provider will accept transfer of the phone number without delay or charge; and (3) transfer of Customer's phone number to the new provider will not, in Company's sole discretion, violate applicable law or Company's processes or procedures.

Telephone Numbers. If Customer is receiving a new phone number from Company, such number may change prior to the time of installation of service. Customers must not use, publish or advertise any phone number until Service has been activated. The Customer has no property or other right in the phone number and Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of the number.

Directory Listings: Company may make available an option to list your name, address, and/or telephone number in a published directory (whether in print or online) or directory assistance database. The alphabetical list of customer names is for the purpose of informing interested parties of the telephone number and address of listed customers, and special position or arrangement of names may be provided for an additional charge. Listings shall conform to the publisher's practices with respect to published directories. For an additional fee, Customer may choose to have a non-published phone number. Company will make reasonable efforts to prevent the disclosure of non-published numbers, but in no case will Company be liable should such number be divulged. In the event that one or more of the following conditions occurs: (1) you request that your name, address and/or phone number be omitted from a directory or directory assistance database, but that information is included in either or both; (2) you request that your name, address and/or phone number be included in a directory or directory assistance database, but that information is omitted from either or both; or (3) the published or listed information for your account contains material errors or omissions, then the aggregate liability of Company and its suppliers and agents shall not exceed the monthly charges, if any, which you have actually paid to Company to list, publish, not list, or not publish the information for the affected period. You shall hold harmless Company and its suppliers and agents against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by any errors and omissions related to directory listings.

IMPORTANT INFORMATION REGARDING YOUR BEAM PHONE SERVICE

Note: The Phone Modem insert only applies to those customers that currently receive BEAM VoIP phone service. BEAM's VoIP phone service will not function in the event of a power outage, unless the BEAM modem (the EMTA) is equipped with a functioning battery backup or other power source, which will provide power to the EMTA for a limited period of time. IT IS YOUR RESPONSIBILITY ALONE AND NOT BEAM'S TO OBTAIN AND INSTALL A BACKUP BATTERY (OR OTHER POWER SOURCE) AND TO REGULARLY CHECK THE BATTERY INDICATOR LOCATED ON YOUR EMTA AND TO IMMEDIATELY REPLACE THE BATTERY IN THE EVENT THE EMTA INDICATES "REPLACE BATTERY" OR "BATTERY LOW". Consequently, it is important that you monitor the battery indicator lights on your BEAM EMTA.

YOUR EMTA MAY NOT BE EQUIPPED WITH A BATTERY BACKUP. IN THAT CASE, YOU MUST AT YOUR OPTION PROVIDE IT OR ANOTHER POWER SOURCE AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS. BY USING THE BEAM