



## High Speed Internet Residential Service Agreement

This is an agreement between you, the "Customer", CATV Service, Inc. ("CATV") and PenTeleData LP I ("PTD") for high-speed non-commercial access to the Internet. Your signature on this Agreement or use of the High Speed Internet Service ("Service") indicates that you accept the rates, terms, conditions and policies contained herein and at <http://www.ptd.net/POLICIES-RES.html>. If you do not agree with these terms, do not use the Service.

1. Customer agrees to abide by the rates, terms, conditions and policies contained herein and those found in the PenTeleData Acceptable Usage Policy as it may change from time to time. The PTD Acceptable Usage Policy terms are located at <http://www.ptd.net/POLICIES-RES.html>. Cable modem pricing and information can be found at <http://www.catvservice.com> or by calling your local CATV office. Service is provided for the private, residential and non-commercial use of the Customer. Commercial use of the Service will subject the Customer to commercial terms and pricing. If you do not agree to all of the terms of the RSA and AUP, contact CATV immediately and terminate your agreement. Any prepayment or installation fees will be refunded to you. Use of the service indicates agreement with all terms and conditions of the RSA and AUP.
2. Customer may use a leased or purchased cable modem to access the Service on one or two computers located within the same residence of the Customer. Customer shall not lease, sublease or provide Internet access to others using the cable modem or otherwise. Use of servers of any kind is strictly prohibited, including but not limited to ftp servers, mail servers, and web servers.
3. Additional Charges: Customer may be required to subscribe to basic cable television service with CATV and maintain a current non-delinquent account. A separate cable connection to use the Service on the Customer's computer might be necessary. Customer may incur additional charges including, but not limited to, excess bandwidth charges and the cost of a network interface card.
4. PTD and CATV shall not be liable to Customer for any loss of Service or damages arising from any event that is beyond the control of PTD or CATV. Neither shall PTD or CATV be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including but not limited to, lost profits, or for the loss of data or information of any kind, however caused and arising out of or in connection with the performance of PTD or CATV or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not PTD or CATV has been made aware of the possibility of such damages. In no event shall liability exceed a refund of amounts actually paid by Customer for the then current year.
5. Customer expressly acknowledges that the bandwidth provided by PTD and CATV is shared. Any quoted bandwidth rating or transfer rate for the Service is a maximum rate and is not guaranteed continuously. PTD and CATV reserve the right to manage the network to provide for maximum efficiency. Maximum efficiency includes, without limitation: termination of accounts which, in the sole judgment of PTD or CATV, utilize an excessive amount of bandwidth. CATV has instituted monthly excessive bandwidth usage caps during the peak hours of 5 pm and 1 am for each Service residential account. The monthly bandwidth usage caps vary based on the subscriber's High Speed Internet tier and are listed below. CATV and PTD will use reasonable efforts to notify customers prior to terminating the Service for excessive bandwidth usage.  
**256k Tier** (up to 256 kbps download & 128 kbps upload) – Monthly bandwidth cap of 15GB download and 15GB upload during the peak hours of 5 pm – 1 am. Unlimited bandwidth usage outside of peak hours.  
**3Mbps Tier** (up to 3 Mbps download & 384 kbps upload) – Monthly bandwidth cap of 30GB download and 20GB upload during the peak hours of 5 pm – 1 am. Unlimited bandwidth usage outside of peak hours.  
**5Mbps Tier** (up to 5 Mbps download & 512 kbps upload) – Monthly bandwidth cap of 50GB download and 25GB upload during the peak hours of 5 pm – 1 am. Unlimited bandwidth usage outside of peak hours.  
**7Mbps Tier** (up to 7 Mbps download & 768 kbps upload) – Monthly bandwidth cap of 75GB download and 50GB upload during the peak hours of 5 pm – 1 am. Unlimited bandwidth usage outside of peak hours.
6. Due to the demands of the Internet, the limitations of other networks that comprise the Internet and the configuration of the Customer's equipment and its limitations, the maximum speeds may only be available on a "burst basis".
7. PTD permits IP traffic only. Other protocols are prohibited without prior arrangement.
8. IP traffic sent to customers on ports TCP 25, TCP 80, TCP 443, TCP 445, TCP 1080, TCP 6667-6669, TCP 1433-1434, TCP&UDP 135-139, TCP&UDP 67 are blocked for security and network management reasons to minimize customer's computers from being virus infected through well known vulnerabilities and/or to avoid infected or hostile computers from affecting other users' computers.
9. Customers will receive either 2 dynamic public IP addresses acquirable via DHCP or may receive 2 dynamic private IPs behind Network Address Translation (NAT) via DHCP. Customers that receive NAT'd private IPs will have all inbound ports blocked that are not opened as a result of an outbound request due to the operation of NAT.

10. Customer hereby certifies that he or she is 18 years of age or older and will not use this service to conduct any illegal activity including but not limited to violations of the Communications Decency Act of 1996.
11. Customer hereby indemnifies and will hold PTD, CATV, its successors and assigns harmless from any and all copyright, trademark, patent or any other legal liability arising out of the use of the cable modem and this Service.
12. Breach of this Agreement by Customer may result in immediate termination of Service in addition to liability for any and all damages, including attorney fees and costs.
13. **Leased Equipment:** You may have been provided with a working cable modem and associated equipment for Internet access while a Customer in good standing with PTD and CATV. This cable modem and associated equipment are the property of CATV and may not be relocated from the Customer's address without consent of CATV. If the Service is terminated or cancelled for any reason, you must immediately return the modem and associated equipment to the nearest CATV office in the same condition as provided (except for normal wear and tear). Failure to return the modem and associated equipment within in seven business days will in the Customer being billed for the leased equipment and related costs.
14. **Responsibility for Leased Equipment:** Upon installation of a leased cable modem and associated equipment, Customer shall safeguard and take all necessary steps to prevent loss, theft, damage or destruction of the equipment. Customer shall not tamper, alter, deconstruct, reconstruct or in any manner change the condition of the cable modem. A security deposit may be charged for the use of the cable modem and shall be refunded upon termination or cancellation of the Service, minus any unpaid fees or charges
15. **Receipt of Leased Equipment:** As the Customer, you are primarily liable for a leased cable modem and associated equipment upon signing this Agreement. For your convenience, if you are unavailable at the time of scheduled installation, you may appoint any person over the age of 18 to accept the modem and associated equipment on your behalf. The installer will require an equipment acknowledgement from that person at the time of the installation. This will not relieve you of responsibility for the modem and associated equipment. Therefore, it is important that you select someone trustworthy to be at the installation appointment.
16. **Purchased Equipment:** You may also choose to purchase a cable modem from CATV or a retail outlet. However, before purchasing a cable modem at a retail outlet you should call the local CATV office to obtain important technical information regarding cable modem requirements. CATV cannot guarantee that all equipment purchased from a retail outlet will be compatible with CATV system requirements.
17. Customer shall use reasonable efforts to minimize unnecessary network traffic that could interfere with the use of the Internet by other users.
18. Customer is solely responsible for limiting access to objectionable information or programming, which may be on the Internet. PTD and CATV take no responsibility or liability for unauthorized viewing of said materials by minors or any other persons.
19. Customer service is available Monday through Friday, 8:30 am – 5 pm by calling your local CATV office.
- 20. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. CATV, PTD, ANY LICENSORS, EMPLOYEES OR AGENTS DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO PTD, CATV, THEIR AGENTS, EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER. PTD, CATV, ITS EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED EQUIPMENT INCLUDING WITHOUT LIMITATION, PTD and CATV SHALL NOT BE HELD LIABLE FOR LOSS OF ANY SOFTWARE, HARDWARE OR DATA, IN WHATEVER FORM STORED ON ANY COMPUTER EQUIPMENT CONNECTED TO A CABLE MODEM OR ASSOCIATED EQUIPMENT. THE CUSTOMER ACCEPTS RESPONSIBILITY TO BACK UP ANY AND ALL DATA AND SOFTWARE PRIOR TO THE INSTALLATION OF THE CABLE MODEM AND ASSOCIATED EQUIPMENT.**
21. This Agreement and all matters related hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and performed in Pennsylvania. Any cause of action of a Customer or its designated user with respect to the Service must be instituted within one year after the claim or cause of action has arisen.

**By signing below I acknowledge that I have read this Agreement, agree to be legally bound by it and certify that I am at least 18 years of age.**

\_\_\_\_\_  
Signature (Customer)

\_\_\_\_\_  
Last 4 digits of SSN or Driver's License ID# (Required)

\_\_\_\_\_  
Print Name