

Terms for Volcano Communications Company

I. The Agreement

The Agreement constitutes the sole and entire agreement between the Subscriber and Volcano Communications Group (hereinafter called "Company"). No oral or written undertaking, representation or warranty, implied or express, made by an agent, employee or representative of Company in connection with the installation, billing or servicing of equipment or the monthly charges shall be binding on or imputed to Company except as expressly included herein.

II. Company Property

- A. **Equipment:** The set-top boxes, modems, routers and all other equipment delivered pursuant to this Agreement or any amendment hereto, shall remain the property of Company. Company may, at its sole option, supply new or reconditioned equipment. Subscriber hereby agrees to pay for any repairs or replacements of the equipment whether or not caused by Subscribers negligent act, except such repair or replacement as may be necessary by reason of normal or ordinary wear or by reason of defects of material or workmanship therein. Subscriber and Company acknowledge and agree that the value of the Company's equipment is as stated in Table A below. Subscriber agrees that if the equipment is not returned after termination of that Agreement, Subscriber will be liable to Company for stated replacement cost and shall continue to be liable for monthly charges as though this Agreement had not been terminated. "See Table A"
- B. **Equipment Return:** Subscriber hereby agrees that he will return the equipment to Company's office for full refund of deposit, less repair or damage fees, if any. Subscriber also understands that if a Company representative is required to remove the equipment from Subscriber premises, \$20 trip charge will be deducted from the amount of deposit refund, if a deposit was required.

III. Equipment Warranty

Company warrants that the equipment is free of defects in material and workmanship and agrees to repair or replace any equipment which is found to be defective and makes no other warranty with respect to the equipment. This represents Company's sole obligations with respect to damage, whether direct, incidental, or consequential, resulting from the use or performance of its equipment and the reception of the programs carried thereon. Company assumes no responsibility for the condition, maintenance or repair of any television, computer or other receiver to which Company equipment is installed, or for any damage thereto.

IV. Hold Harmless

Subscriber indemnifies and holds Company harmless from and against any and all demands, claims and suits of any kind whatsoever, including attorney's fees, witness fees, cost of defense, liabilities and other expenses for damages to persons or property, including, but not limited to, any employee, agent, servant, independent contractor, employees of such persons, or any guest occupancy of the Subscriber premises, in any way arising from the installation or use of the equipment.

V. Installation and Maintenance

- A. **Time Hook-up** within a reasonable time, Company will provide and install all materials necessary for delivering video and/or data via the system to Subscriber premise equipment and as authorized by the franchise terms and other regulations under which Company operates. The installation will be in a good workmanlike manner, with the most appropriate method of installation to be determined by the Company's employees making the installation. Company will provide a maximum of eight feet of cable to connect the receiver for home video or data delivery and up to 150' of coaxial and or Category 5 cable for business video or data delivery. In the event Subscriber desires a receiver outlet to be located in an area which will require additional labor and/or materials than provided for in a normal* hook-up, the Company will perform such work for a reasonable additional charge.

* Normal Hook-up: Not to exceed 300 feet of transmission cable from closest point of system to outlet location. Additional footage, as well as underground, concealed-in-the-wall wiring, or other special types of construction, installation, or connection will be billed on a time and materials basis at a rate not to exceed the existing loaded hourly rate.

- B. **Mode of Installation:** Company shall have the right to install, maintain, service, repair and replace on the premises components of the system, including, but not limited to conduit, cables, connectors, amplifiers, guy wires, aerial wires, underground cable poles, risers, service boxes, terminals, and to trench, bore and mount brackets and fixtures in and about the premises and structures thereon, for the purpose of the Agreement.
- C. **Right of Entry:** Company, its agents and employees, shall at all reasonable times, pursuant to reasonable notice, have the right to go on the premises for the purpose of making periodic checks, adjustments, maintenance or repairs to any component of the system thereon as may be deemed necessary to the successful operation of the system as a whole or service to the premises.
- D. If the Subscriber is not the owner of the premises specified to be serviced in this Agreement, he/she agrees to indemnify and hold Company harmless from any and all claims of owner or interested parties arising out of the performance of this Agreement. Subscriber represents that either as owner or tenant of the premises, Subscriber is authorized to enter into and perform this Agreement.
- E. **Right to Repair Breach:** All repairs, maintenance and modifications of the system shall be made only by Company or its agent. Subscriber agrees not to disturb, tamper with, reroute or in any way interfere with any component of the Company's system and Subscriber will not attach any electric, electronic or other device thereto, except a television or other electronic device approved by Company personnel. The unauthorized connections or modification of said installation shall constitute a breach of this Agreement and thereupon Company shall have an absolute right to cancel this Agreement after notification and to remove its lead line from the premises. Subscriber shall forfeit all fees and Maintenance charges previously owed up to and including the cancellation date.
- F. Company will maintain the system in good working order and repair and will replace any defective parts of the system located upon Subscriber's premises without charge but Company has no obligation to replace or repair parts of the

- system damaged by other than normal and reasonable usage thereof.
- G. **Modification:** Any modification of the installation requested by Subscriber after location on Subscriber's premises has been completed will be paid by Subscriber at the cost of materials and the regular established labor charge of Company for such work.
- H. **Service:** Company will maintain service personnel in the system area as required by the cable communication system. If Subscriber desires information concerning the billing method used by the Company, or if the service provided by the Company is in any way substandard, Subscriber shall telephone such request for information or repair service directly to the Company during normal business hours as posted at www.volcano.net, in the phone book, in the statement, or on our business office door.

VI. Payment for Services

Payment for service is due as printed on each billing statement. In no event will prepayment in advance of the effective date excuse Subscriber from liability for rate increases as may from time to time be made pursuant to Paragraph IX hereof.

VII. Taxes.

Subscriber agrees to pay all applicable Federal, State and local taxes and fees which may in the future be imposed or levied on or with respect to the service charges and the installation.

VIII. No Liability for Events Beyond.

Company shall have no liability of any nature for any failure or interruption of service resulting from any circumstances beyond its control or when necessary to service equipment. Subscriber understands that in providing service, Company is making use of public rights of way within the County franchise authority and is also making use of poles owned jointly or separately by AT&T, Volcano Telephone Company and Pacific Gas & Electric Company and that the continued use of these public rights of way and/or poles is in no way guaranteed. In the event the continued use of these public rights of way and/or poles is denied the Company for any reason, the Company will make every reasonable effort to provide service over alternate routes. Subscriber agrees he/she will make no claim nor undertake any action against the Company, its parent or Affiliate Company, the franchise authority and/or AT&T, Volcano Telephone Company or Pacific Gas & Electric Company, or officers or employees of any of the aforesaid, together or separately if the service to be provided by the Company is interrupted or discontinued.

IX. Assignment or Transfer

This agreement is not assignable by Subscriber. Any attempt by Subscriber to sublet, assign or transfer any of the rights, duties or obligations of Subscriber under the Agreement without written approval of Company is prohibited.

X. Returned Checks

Subscriber will be charged \$20.00 for each time a check is returned to Company from Subscriber's bank for any reason. Two incidents of returned checks for not sufficient funds (NSF) in a twelve month period shall constitute a breach of this Agreement and constitute grounds for termination of service. Therefore, Subscriber shall only be eligible for re-connection of service upon the cash deposit of one month's subscription price, which shall be subject to forfeiture, and service terminated upon subscriber's failure to make proper monthly remittance.

XI. Breach of Agreement Equipment Charges

In the event of any breach of this Agreement by Subscriber or the failure of subscriber to abide by the rates, rules and regulations of Company, the service may be forthwith discontinued without notice and at the option of the Company, its property removed. Failure of Company to remove its property shall not be deemed abandonment thereof. Furthermore, if Company is prevented from recovering its property because of some action or inaction, whether revocable or not, by the Subscriber, Company can at its option, charge Subscriber according to Table A if subscriber does not permit Company to retrieve its property from Subscriber's premises.

XII. Attorney's Fees

If action be brought to enforce collection or to preserve and protect any rights under this Agreement the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

XIII. Wireless Warranty.

Customer understands and acknowledges that:

- Wireless connections cannot be expected to work properly if the wireless access point is located more than fifty feet (50ft) from any of Customer's Devices; and
- Wireless connections are susceptible to interference from other devices in the vicinity that operate using radio frequencies, including but not limited to, indoors, cordless phones and microwave ovens, and, outdoors, cellular telephone cell sites, microwave towers, and similar items.

XIV. Limitation of Liability.

Additional information with respect to service liabilities and service warranties are found in the Internet User Agreement, available online at <http://www.volcanocommunications.com/internet-agreement>, and are incorporated herein.

Table A: Unreturned equipment price list

Power Supply	\$10.00
Modem (cable or DSL)	\$74.95
Router/combo/Gigaspire	\$125.00
Wireless Mesh Booster	\$50.00
Remote Control	\$20.00
Set Top Box (standard definition)	\$75.00
Set Top Box (high definition)	\$150.00
DVR	\$300.00