

BEE LINE CABLE DIGIPHONE SUBSCRIPTION AGREEMENT

1. Definitions.

(a) “Agreement” means this Bee Line Cable DigiPHONE Subscription Agreement, as it may be amended from time to time by Operator.

(b) “Operator” means Bee Line Cable (BLC) which is providing the Digital Phone (DigiPHONE) Service over its cable system, or any other entity to whom such Operator assigns this Agreement.

(c) “Operator Equipment” is defined in Section 4(b).

(d) “Software” means the computer software, if any, licensed by Operator to Subscriber to access the Digital Phone Service, or licensed by Operator to Subscriber to facilitate installation or distribution of the DigiPHONE Service.

(e) “Subscriber” means the account holder authorized by Operator to access and use the Digital Phone Service.

(f) “Subscriber Materials” means the handbooks, manuals and other guide materials provided by Operator to Subscriber regarding use of the DigiPHONE Service.

(g) “Terms of Use” shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by Operator regarding permissible or impermissible uses of, or activities related to, the Digital Phone Service.

2. General.

(a) This Agreement, in addition to the applicable price list(s) and/or tariff(s) filed by Operator at the Maine Public Utilities Commission, which are hereby incorporated by reference herein, set forth the terms and conditions governing Operator’s provision of the Digital Phone Service to Subscriber. No representation, warranty, term or condition, and no statements or agreements by any employee or agent of Operator, other than as specifically set forth in this Agreement, shall be binding on Operator. Each of Operator or Subscriber may terminate the Digital Phone Service to Subscriber at any time for any reason, in its sole individual discretion.

(b) The Digital Phone (DigiPHONE) Service as offered and provided under this Agreement is available only to residential customers of Operator’s cable modem service.

Subscriber agrees and acknowledges that except as otherwise expressly provided herein, all terms and conditions of Subscriber's Cable Modem Subscription Agreement, including without limitation disclaimer of warranty, will also govern the Digital Phone Service, to the extent applicable, and the terms of the Cable Modem Subscription Agreement are incorporated herein by reference.

(c) In order to receive the Digital Phone Service offered and provided under this Agreement, any and all of Subscriber's accounts with Operator must be paid to current. Subscriber understands and acknowledges that the nonpayment of charges associated with Operator's cable modem service, Digital Phone Service, and/or, if applicable, Operator's cable television service, may result in disconnection of the Digital Phone Service with notice as required by applicable law.

(d) Subscriber expressly acknowledges that the DigiPHONE Service does not have its own power source and will not be available without an independent power supply and that, under certain circumstances, including if the electrical power and/or Operator's cable network or facilities are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available.

(e) Subscriber expressly acknowledges that the Digital Phone (DigiPHONE) Service may not be compatible with home security systems and that, in order to maintain any necessary alarm monitoring functions, Subscriber may be required to maintain a telephone connection through its local exchange carrier.

(f) Operator shall have the right at any time to add to, modify, or delete any aspect, feature or requirement of the Digital Phone Service, including but not limited to equipment and system requirements. Operator shall have the right to add to, modify, or delete any provision of this Agreement, any Terms of Use established by Operator, the Subscriber Privacy Notice, and/or any price list(s) and/or applicable tariffs filed by Operator at the Maine Public Utilities Commission at any time. In accordance with any applicable law, Operator will notify Subscriber of any significant change in this Agreement any price list(s) and/or any applicable tariffs filed by Operator at the Maine Public Utilities Commission. Upon any such change and notice, Subscriber's continued use of the DigiPHONE Service will constitute Subscriber's consent to such change. If Subscriber does not agree to any such change, Subscriber immediately shall stop using the DigiPHONE Service and notify Operator that he/she is terminating the subscription to the Digital Phone Service.

(g) Subscriber represents and warrants that he/she is at least 18 years of age.

(h) Subscriber is responsible in all respects (including payment obligations) for all use of Subscriber's account and all use by others of Subscriber's account is subject to the terms hereof and the Terms of Use. For the purposes of this Agreement, all use of Subscriber's account, whether or not authorized by Subscriber, shall be deemed Subscriber's use. Subscriber shall be responsible for ensuring that all use of Subscriber's account complies fully with the provisions of this Agreement and the Terms of Use.

(i) Transfer of all or a portion of the account, the DigiPHONE Service or the Operator's Equipment by Subscriber to any other person or entity, or to a new residence or other

location, is prohibited. Subscriber expressly acknowledges that the address associated with an emergency 911 call is the authorized address where the Digital Phone Service was originally provided and that movement of the voice-enabled cable modem from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 service will therefore be limited if the voice-enabled cable modem is moved from the original service location.

3. Charges.

(a) Subscriber agrees to pay Operator for his/her subscription to the DigiPHONE Service and for all use of Subscriber's account, including applicable charges for installation, if any, and all local, state and federal fees, taxes, and/or assessments imposed on the DigiPHONE Service. Charges for the Digital Phone (DigiPHONE) Service are set forth on a separate price list of which Subscriber hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the DigiPHONE Service are subject to change. Recurring monthly Digital Phone charges will be billed monthly in advance. Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, and/or operator assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) An administrative late charge may be charged on DigiPHONE Service accounts that are past due. Payment for the DigiPHONE Service must be received by Operator on or before the due date stated on the monthly bill. Failure to deliver payment by the due date is a breach of this Agreement. Subscriber agrees that each individual non-payment causes Operator to suffer damages in an amount that is difficult to ascertain with certainty. Operator has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a liquidated damages late fee amount. The current late fee is listed in the list of charges on the price list and in any applicable tariff(s) or can be provided upon request. Operator reserves the right to change the late fee amount at any time in the future upon notice to Subscriber of the new amount.

(c) The availability of the DigiPHONE Service is dependent upon Subscriber maintaining current accounts with Operator for cable modem service and, if applicable, cable television video service. If Subscriber's Digital Phone Service account or any other account of Subscriber with Operator is past due, Operator may terminate the Digital Phone (DigiPHONE) Service upon notice to Subscriber as required by applicable law.

(d) If Subscriber's account is past due and Operator sends a collector to the Subscriber's premises, a field collection fee may be charged. The current field collection fee is listed in the list of charges on the price list and/or any applicable tariffs or can be provided on request.

(e) If Subscriber discontinues the DigiPHONE Service or the Cable Modem Service, or if either such Service to Subscriber is discontinued for any reason including non-payment, Subscriber may be required, in addition to payment of all outstanding balances on all accounts with Operator, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(f) Operator may verify Subscriber's credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Subscriber's credit standing. Regardless of credit standing, Operator may require a bank or credit card or account debit authorization from Subscriber.

(g) Operator may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee is listed in the list of charges on the price list or can be provided on request.

(h) Subscriber will also be responsible for all other expenses (including reasonable attorney's fees) incurred by Operator in collecting any amounts due under this Agreement and unpaid by Subscriber.

4. Installation; Equipment and Cabling.

(a) The installation services and related equipment that will be available from Operator for a standard installation are as described in Operator's price list and any applicable tariff(s). Other services that may be available from Operator at additional charges for a non-standard installation are also described in Operator's price list and any applicable tariff(s). If self-installation is available from Operator and elected by Subscriber, Operator will provide kits and instructions and any related installation services as described in the price list and any applicable tariff(s). Subscriber authorizes Operator to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment.

(b) Any equipment provided by Operator to Subscriber will be considered "Operator Equipment" and will be subject to Section 4(g) below. Any cabling installed by Operator will remain the property of Operator except as otherwise required by applicable law.

(c) Operator will have no obligation to install, support, maintain, repair or replace any Computer or any cable modem or cabling or other equipment that is not Operator Equipment.

(d) Operator and its authorized agents may enter Subscriber's premises and have access to the Operator Equipment and Subscriber's computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Operator Equipment, to install or deliver the Software, or to disconnect and remove the Operator Equipment.

(e) Operator shall have the right to upgrade, modify and enhance the Operator Equipment and Software from time to time through "downloads" from the network or otherwise.

(f) If Subscriber is not the owner of the premises upon which Equipment and Software are to be installed, Subscriber warrants that he/she has obtained the consent of the owner of the premises for Operator personnel and/or its agents to enter the premises for the purposes described in this Section 4. Subscriber shall indemnify and hold Operator harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

(g) Operator Equipment and Cabling.

(i) The Operator Equipment is and at all times shall remain the sole and exclusive personal property of Operator, and Subscriber shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Equipment to the Subscriber's residence or otherwise.

(ii) Subscriber will not open, alter, misuse, tamper with or remove the Operator Equipment as and where installed by Operator, and will not remove any markings or labels from the Operator Equipment indicating Operator ownership or serial or identity numbers. Subscriber will safeguard the Operator Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Operator) will not permit anyone other than an authorized representative of Operator to perform any work on the Operator Equipment.

(iii) Upon termination of the Digital Phone (DigiPHONE) Service to Subscriber, for whatever reason, Subscriber acknowledges that his/her right to possess and use the Operator Equipment shall likewise terminate. In such event, the Operator Equipment shall be returned to Operator in the same condition as when received, ordinary wear and tear excepted. Subscriber will promptly return the Operator Equipment or notify Operator to schedule retrieval by Operator. If Subscriber does not promptly return the Operator Equipment or schedule retrieval, Operator may enter any premises where the Operator Equipment may be located for the purpose of disconnecting and retrieving the Operator Equipment. Failure of Operator to remove its Operator Equipment shall not be deemed an abandonment. Subscriber will pay the expense incurred by Operator in any retrieval of the unreturned Operator Equipment from Subscriber. Operator may charge Subscriber a continuing monthly fee until any remaining Operator Equipment is returned, collected by Operator or fully paid for by Subscriber in accordance with Section 4(g)(iv). The current fee is listed in the list of charges on the price list or can be provided on request.

(iv) If the Operator Equipment is damaged, destroyed, lost or stolen while in Subscriber's possession, Subscriber shall be liable for the cost of repair or replacement of the Operator Equipment. If the Operator Equipment is not returned to or retrieved by Operator as described in Section 4(g)(iii) upon termination of the Digital Phone Service, Subscriber will pay Operator, on demand, the amount specified in the then-current price list for the replacement cost of the Operator Equipment without any deduction for depreciation, wear and tear or the physical condition of such Operator Equipment. Subscriber agrees that if he/she fails to return the Operator Equipment, Operator can charge Subscriber's bank or credit card or account (if debit authorization has been obtained from Subscriber) the amounts described in Sections 4(g)(iii) and 4(g)(iv), in addition to any other remedies or collection efforts. If Operator is charging a security deposit, the obligations of Operator regarding such security deposit shall be governed by the terms of the deposit receipt provided by Operator to Subscriber at the time the deposit is collected.

(v) Upon termination of the DigiPHONE Service, subject to applicable law and regulation, Operator may, but shall not be obligated to, remove any cabling installed by Operator on Subscriber's premises.

(h) Software. To the extent any Software is licensed by Operator (such as self installation tools), such Software is provided for the limited purpose of facilitating Subscriber's use of Digital Phone Service as described in this Agreement. Subscriber will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse

compiling, disassembly or modification of or preparation of any derivative works based on the Software, all of which are prohibited. Subscriber will return or destroy all Software provided by Operator and any related written materials promptly upon termination of the Digital Phone (DigiPHONE) Service to Subscriber for any reason.

5. Subscriber Conduct.

(a) The DigiPHONE Service as offered and provided under this Agreement is a residential service offered for reasonable personal, non-commercial use only. Subscriber will not resell or redistribute (whether for a fee or otherwise) the Digital Phone Service, or any portion thereof, or otherwise charge others to use the Digital Phone Service, or any portion thereof. Subscriber agrees not to use the DigiPHONE Service for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting. Operator reserves the right to disconnect without notice any prohibited transmissions or uses and to terminate the Digital Phone Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business use.

(b) The DigiPHONE Service shall not be used for any unlawful purpose or for any use as to which Subscriber or user has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

(c) Operator may require Subscriber immediately to shut down its transmission of signals if said transmission is causing interference to others.

(d) Subscriber may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Operator. Operator will permit a Subscriber to transfer its existing Service to another entity if the existing customer has paid all charges owed to Operator for regulated communications services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as set forth in the price list and any applicable tariff(s) shall apply.

6. Review and Enforcement.

a. Operator may suspend Subscriber's account, or cancel Subscriber's account with notice as required by applicable law if Operator determines in its discretion that Subscriber has violated this Agreement or any of the Terms of Use. Operator reserves the right to suspend or terminate the Digital Phone Service to Subscriber for a single violation of this Agreement or the Terms of Use. If Subscriber's account is suspended, Subscriber will not be charged for that period of time. If Subscriber's account is canceled, Subscriber will be refunded any pre-paid fees minus any amounts due Operator.

(b) Subscriber agrees that Operator shall have the right to take any action that Operator deems appropriate to protect the Digital Phone Service or Operator's facilities and and Operator Equipment.

7. Support; Service and Repair. Operator will repair damage to or, at Operator's option, replace Operator Equipment, and otherwise attempt to correct interruptions of the Digital Phone Service, due to reasonable Operator Equipment wear and tear or technical malfunction of the system or network operated by Operator, at Operator's expense. The Subscriber Materials contain details on contacting Bee Line Cable (BLC) for this support. Bee Line Cable (BLC) has no other responsibility for support, maintenance or repair of any equipment, software or service, whether provided by a third party or Subscriber. For assistance with other technical problems, Subscriber should refer to the Subscriber Materials or any applicable tariff(s) for the DigiPHONE Service. If any other support services are available from Operator, such services will be at additional charges as described in Operator's price list and any applicable tariff(s).

8. Service Interruptions; Force Majeure. Interruptions in Service that are not due to the negligence of or noncompliance with the provisions of this Agreement and/or any applicable tariff(s) by Subscriber or the operation or malfunction of the facilities, power, or equipment provided by the customer will be credited to the customer in accordance with the credit policy set forth in the price list and any applicable tariff(s) for the part of the service that the interruption affects. Any such credit will be refunded on the next practicable bill for the DigiPHONE Service issued by Operator to Subscriber. The Operator Parties shall have no liability, including as set forth in this Section 8, for interruption of the Digital Phone (DigiPHONE) Service due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

9. Disclaimer of Warranty; Limitation of Liability.

a. SUBSCRIBER AGREES THAT THE DIGITAL PHONE (DIGIPHONE) SERVICE PROVIDED BY OPERATOR ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. OPERATOR MAKES NO WARRANTY THAT THE DIGITAL PHONE (DIGIPHONE) WILL BE UNINTERRUPTED OR ERROR FREE. SUBSCRIBER FURTHER AGREES THAT ALL USE OF THE DIGITAL PHONE (DIGIPHONE) SERVICE IS AT SUBSCRIBER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING:

NONE OF THE OPERATOR PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF SUBSCRIBER'S COMMUNICATIONS VIA OPERATOR'S FACILITIES OR THE DIGITAL PHONE (DIGIPHONE) SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR SUBSCRIBER'S COMPUTER(S) OR PHONE COMMUNICATIONS. SUBSCRIBER AGREES THAT NONE OF THE OPERATOR PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS, SUBSCRIBER HAS THE SOLE RESPONSIBILITY TO SECURE SUBSCRIBER'S COMPUTER AND AND PHONE COMMUNICATIONS.

(b) SUBSCRIBER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE DIGITAL PHONE (DIGIPHONE) SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO SUBSCRIBER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE OPERATOR PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 6(B) AND 8 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY OPERATOR PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE DIGITAL PHONE (DIGIPHONE) SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE DIGITAL PHONE (DIGIPHONE) SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 911 SERVICES, ANY ACTION TAKEN TO PROTECT THE DIGITAL PHONE (DIGIPHONE) SERVICE, OR THE BREACH OF ANY WARRANTY.

(d) SUBSCRIBER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 9 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE DIGITAL PHONE (DIGIPHONE) SERVICE, AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE OPERATOR PARTIES.

10. Indemnification. Subscriber agrees to defend, indemnify and hold harmless the Operator from and against any and all claims and expenses, including reasonable attorney's fees, arising out of or related in any way to the use of the Digital Phone (DigiPHONE) Service by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Operator to Subscriber.

11. Privacy.

(a) Subscriber's privacy interests, including Subscriber's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act.

(b) Operator may collect (whether automatically or otherwise) information (some of which may be deemed personally identifiable information as that term is used in the Communications Act of 1934) relating to Subscriber that Operator may acquire as a result of the provision of the Digital Phone (DigiPHONE) Service. Subscriber hereby expressly consents to the collection by the Operator of such information.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Operator shall have the right (except where prohibited by law notwithstanding Subscriber's consent), but not the obligation, to disclose any information

to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Subscriber hereby consents to such actions or disclosures.

12. Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (BUT NOT ANY CLAIMS ARISING OUT OF COMMERCIAL ACTIVITIES OR THE THEFT OR OTHER UNAUTHORIZED RECEIPT OF ANY BEE LINE CABLE (BLC) SERVICE ON THE PART OF SUBSCRIBER) SHALL BE RESOLVED BY BINDING ARBITRATION COMMENCED WITHIN ONE YEAR UNDER THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR ANY CONSUMER RULES ADOPTED BY THE AMERICAN ARBITRATION ASSOCIATION TO WHICH BOTH PARTIES AGREE), EXCEPT THAT EITHER PARTY MAY SEEK EQUITABLE OR INJUNCTIVE RELIEF ONLY IN AN APPROPRIATE COURT OF LAW OR EQUITY. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW OR EQUITY. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. ANY AWARD OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL STATE THE REASONS FOR THE AWARD. JUDGEMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD ANY DAMAGES IN EXCESS OF THE APPLICABLE LIMITS SET FORTH IN OR EXCLUDED UNDER SECTIONS 8 AND 9 OF THIS AGREEMENT. THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1 TO 16, SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS PARAGRAPH. EACH PARTY SHALL BEAR ITS OWN EXPENSES AND THE COST OF ARBITRATOR(S) SHALL BE SHARED EXCEPT THAT SUBSCRIBER MAY RECOVER HIS/HER FILING AND ARBITRATOR(S)= FEES IF SUBSCRIBER IS THE PREVAILING PARTY. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEYS= FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR SHALL NOT HAVE THE POWER TO ORDER PRE-HEARING DISCOVERY OF DOCUMENTS OR THE TAKING OF DEPOSITIONS, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND THE PRODUCTION OF DOCUMENTS AT THE HEARING.

13. Entire Agreement. This Agreement, the accompanying work order, any Terms of Use or other rules now or hereafter specified by Operator for the Digital Phone (DigiPHONE) Service, and any price list(s) and/or any applicable tariff(s) on file with the Maine Public Utilities Commission shall constitute the entire agreement between Operator and Subscriber with respect to the subject matter hereof, and supersedes all previous agreements with Operator and Subscriber with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Subscriber's cable television or cable modem service with Operator shall remain in full force and effect. Acceptance of the Digital Phone (DigiPHONE) Service shall constitute acceptance of the terms and conditions herein.

14. Term. This Agreement will remain in effect until terminated by either party or superseded by a revised Digital Phone Subscription Agreement.

15. Continuity of Service. In order to provide continuity of service to Subscriber if the DigiPHONE Service is no longer available over Operator's cable system. Subscriber agrees that Operator may provide an alternative phone service to Subscriber. In such event, Operator will notify Subscriber of the date as of which Subscriber will begin receiving the alternative phone service, which shall also be governed by this Agreement, and Operator will provide to Subscriber a price list for such alternative service. Subscriber will have the right at any time to terminate the alternative phone service or to change Subscriber's subscription to any other phone service then offered by Operator.

16. Interpretation: Severability. This Agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable franchise agreement between a governmental authority and Operator. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect.

17. Consent to Electronic Notice. Unless otherwise specified, all notices required or contemplated hereunder will be provided by Operator by such means as Operator shall determine in its discretion. Without limiting the foregoing, Subscriber agrees that Operator may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by electronic means (e.g., email or online posting), except as prohibited by applicable law.

18. Waiver. Failure by Operator to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.