

## MDU AGREEMENT FOR CATV AND MEDIACOM ONLINE SERVICES

\_\_\_\_\_  
("Mediacom")

[Insert full legal name of Mediacom]

\_\_\_\_\_  
White Horse Park-Bulk ("Customer")

[Insert full legal name of Customer]

**Premises:** The real estate and improvements commonly known as **White Horse Park-Bulk** located at: **11647 Beauchamp Rd Berlin, MD 21811** (the "Premises"), and currently consisting of 467 Units (as defined below), of which 0 are residential Units.

Mediacom operates a cable television system serving an area that includes the Premises (the "**System**"). The television programming, Internet access and other services that Mediacom from time to time offers to subscribers through the System are referred to as "**Mediacom Services**." Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service and the Mediacom Online Service (collectively, the "**Services**") solely for redistribution to persons ("**Residents**") residing in or occupying residential or other units of the Premises now existing or constructed or created in the future ("**Units**") for their personal, family and household use in accordance with this Agreement.

Service	Description
CATV Service	Subject to Section 20.1 of the attached General Terms, the level or tier of multichannel video programming service that (i) Mediacom from time to time offers generally to residential subscribers served by the System and (ii) that all subscribers must subscribe to in order to receive any video programming service from the System, regardless of the name under which such service is marketed; provided, however, that if Mediacom at any time offers, in the System, a separate "basic tier" and "expanded basic tier" of multichannel programming service, then "CATV Service" shall mean such basic and expanded basic tiers together.
Mediacom Online Service Service Level Choose an item.	Subject to Section 20.1 of the General Terms, (i) the level or category of cable-modem Internet access service selected currently referred to by Mediacom as its service level, having the standard features, functionality and specifications for such level that Mediacom from time to time offers generally to System subscribers, regardless of the name under which such service is marketed and (ii) the following optional or modified features, functionality or specifications, if any (" <b>Optional Features</b> "): <b>None</b> .

Term of Service*:	5 Years				
Product Description	Quantity	Monthly Rate/service	Total Monthly Rate	Install/Setup Fee	
Bulk Family and Local Plus TV	467	\$20.00	\$9,340.00	\$0.00	
<b>Totals:</b>			<b>\$9,340.00</b>	<b>\$0.00</b>	

- 1) Subject to increase as provided in the General Terms. Listed fees/charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or surcharges from time to time levied upon the services or other items furnished, which will be added to invoices.
- (2) Due upon activation of the applicable service.
- (3) Due monthly in advance for each month during the Service Term. Payable for each Unit in the Premises, whether or not occupied, but in no event for less Units than listed above.
- (4) Any Promotional Fee applies for the stated number of months, after which the Regular Fee applies. If no Promotional Fee is indicated, Regular Fee applies throughout Service Term.

**Unit and Connection Limits:** If indicated below, the number of Units to which either Service can be provided by Customer and the maximum number of connections in all Units cannot exceed the applicable limits:

Maximum Number of Outlets per Unit 1.

**Cable Modem Purchase:** Customer acknowledges that Mediacom is leasing to Customer for the monthly service fee set forth above and has delivered or will deliver to Customer a maximum of 0 modems for placement in the Units.

**Service Term:** The "Service Term" for each Service begins on the date that Mediacom first makes such Service available to Customer pursuant to this Agreement and, unless sooner terminated in accordance with this Agreement, ends the number of months in Service Term from the date of installation, and shall automatically be renewed for additional periods of one (1) year unless the Customer or Mediacom gives notice of cancellation of this Agreement in writing at least ninety (90) days prior to the expiration of the term or any renewal term. **Service Term:** 5 Years.

By its signature below and initialing the following three (3) pages, each party acknowledges that it has read this Agreement, MC-498930, (including the General Terms and incorporated terms) and agrees to its terms effective as of -date countersigned by Mediacom. (the "**Effective Date**").

\_\_\_\_\_  
Mediacom

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Notify Address**

\_\_\_\_\_  
Mediacom Business Solutions

\_\_\_\_\_  
Attn: Bulk Disconnect Dept

\_\_\_\_\_  
1 Mediacom Way

\_\_\_\_\_  
Mediacom Park, NY 10918

\_\_\_\_\_  
Telephone: ( 845) 443-2600

\_\_\_\_\_  
Fax: (845) 698-4570

\_\_\_\_\_  
White Horse Park-Bulk  
Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Notify Address**

\_\_\_\_\_  
White Horse Park-Bulk

\_\_\_\_\_  
Attn: Ed Scheiner

\_\_\_\_\_  
PO BOX 5429

\_\_\_\_\_  
Ocean City, MD 21843

\_\_\_\_\_  
Business Phone: (410)-641-5102

\_\_\_\_\_  
Mobile Phone:

Name of Account Representatives for Customer: Justin Carter jcarter2@mediacomcc.com (252) 723-0513

**MDU AGREEMENT FOR CATV AND MEDIACOM ONLINE SERVICES—GENERAL TERMS**

**1. Access to Premises.** Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to Units and other parts of the Premises, adequate secured space in the Premises for the cable, wiring, equipment (including but not limited to customer premises equipment) and other items supplied by Mediacom (“**Mediacom Facilities**”) and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

**2. Purchase of Services; No Resale.** Other than Customer’s provision of Service to Residents for personal, family and household use in accordance with this Agreement, Customer shall not, and shall not permit any Resident or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide any Service in any common area of the Premises or location used for business, commercial or other non-residential purpose or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party’s copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

**3. Fees and Charges.** Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished. If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System’s full-rate residential customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date. All fees and other amounts may be billed and will be due in accordance with Mediacom’s standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys’ fees and other reasonable costs and expenses of collecting any overdue amount. Customer may charge Residents for any Service, but not more than Mediacom charges residential customers in the same community for comparable service. Customer shall be solely responsible for billing and collecting such charges and payment delays or defaults by Residents shall not affect Customer’s payment obligations. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to residential customers receiving comparable service. Mediacom may charge the Resident or Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

**4. Relationships With Residents.** Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to Residents, including connecting or disconnecting the Service. Customer shall ensure that during the term of this Agreement, that Mediacom’s CATV Service shall be available at each outlet that is or was connected to the Mediacom Facilities in each Unit. Customer must promptly notify Mediacom in writing of the name, Unit number and telephone number of each Resident receiving any Service and such other information as Mediacom may reasonably request. Customer shall promptly update such information. Usage of any Service by any Resident or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom’s applicable subscription or customer agreement, terms, conditions and policies, as from time to time in effect and modified or replaced by Mediacom in its discretion (“**Subscriber Terms**”). Customer shall furnish a copy of the Subscriber Terms to each Resident and obtain and retain confirmation of acceptance, but they shall apply even if Customer does not do so. Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to any Unit(s) or the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms. Users of any Service may be capable of accessing features or functions of such Service or other Mediacom Services that Mediacom makes available for an additional fee or otherwise on a restricted basis. Even if accessible, no person in any Unit may use any such feature, function or Mediacom Service without subscribing and paying for it, and Mediacom may charge Residents or Customer for unauthorized usage, plus interest at the rate per month stated in Section 3 above.

**5. Customer Premises Equipment.** If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed in Units (“**CPE**”) with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full (“**Purchased Equipment**”). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. For example, but without limitation, if Mediacom intends to replace analog converters with digital converters that have a higher monthly rental fee, then Mediacom may require Customer to install the digital converter in all Units and increase the Monthly Service Fee for the CATV Service by the increased charge for the digital converter. On the date that the Service Term ends

for any reason, Customer shall retrieve all CPE from the Units and promptly return it and any other CPE in Customer’s possession or control (other than Purchased Equipment) to Mediacom. Customer is solely responsible for installing and connecting in the Units all equipment or devices necessary for Residents to use any Service. Except as expressly and specifically provided in this Agreement, Mediacom shall not be obligated to supply any television set, computer, converter, modem, Ethernet card or other equipment or device.

**6. User Software.** (a) If a Service requires installation or use of software that Mediacom or its licensor supplies (“**Software**”), Mediacom may provide it directly to Residents or furnish a master copy from which Customer shall make copies for Residents. If Mediacom furnishes a master copy, then Customer shall have a limited, personal, non-exclusive, revocable and non-transferable license to make copies of the Software solely for provision to Residents for the purpose of using the relevant Service in accordance with by this Agreement, provided that Customer is not in breach of this Agreement and such Residents comply with the Subscriber Terms. Use of Software by any Resident or other person shall be governed by the Subscriber Terms for the relevant Service and this Section. Ownership of any Software and all associated intellectual property rights shall remain solely with Mediacom or its licensor, as applicable. All rights not specifically granted to Customer herein are reserved to Mediacom or its licensor. Any reproduction, redistribution or use of the Software not expressly permitted by this Section is prohibited. Software related to any Service may only be installed and used on authorized computers or other equipment located within a Unit authorized to receive that Service, and only if the Resident has accepted and agreed to the Subscriber Terms. Software for the Mediacom Online Service may be installed and used only on one computer per cable modem in a Unit. Mediacom is not obligated to develop or furnish any correction, enhancement, upgrade, new version or replacement of any Software, but if it elects to do so, then such item shall also be “Software.” **Customer represents and warrants that Customer is not an agency, authority or instrumentality of the U.S. Government.**

(b) If Mediacom furnishes Customer with a master of any error correction, enhancement, upgrade, new version or replacement of any Software, Customer shall promptly make and provide copies to authorized Residents for their use as provided herein. Mediacom shall not be responsible or liable if any Service is not available or malfunctions because of Customer’s failure to provide copies to Residents, Residents’ failure to properly install or use Software or defects in copies made by Customer. All license and rights with respect to Software automatically terminate when this Agreement or the Service Term expires or is terminated. Upon Mediacom’s request, Customer must return all copies of the Software in its possession or control and cause all Residents to uninstall and destroy all copies, including backup copies.

**7. Ownership.** The Mediacom Facilities, including all CPE (excluding Purchased Equipment), Software and other items furnished by Mediacom to Customer or Residents, shall remain the personal property of Mediacom and shall not become a fixture to the Premises. Without limiting the generality of the foregoing, Mediacom retains ownership of all “cable home wiring” (within the meaning of 47 CFR § 76.5(l)) and all “home run wiring” (within the meaning of 47 CFR § 76.800(d)) at all times before and after the expiration or termination of this Agreement. The demarcation point for cable home wiring within any Unit shall be at a point at (or about) 12 inches outside of where the cable enters the Unit or as otherwise may be prescribed by applicable law. Customer shall not directly or indirectly create, incur, assume or suffer to exist any security interest, mortgage, attachment, levy or other lien, charge or encumbrance of any kind on or with respect to any of the Mediacom Facilities or any other Mediacom property. For the sake of certainty, but without limiting the scope or generality of the foregoing or of any easement, licensee or right granted to Mediacom in this Agreement or any separate easement or other agreement, the parties acknowledge that the easements, licenses and rights granted to Mediacom include the right to install, keep and maintain cable home wiring and home run wiring and other cable, wiring and equipment in and leading to any and all Units, all of which will continue to be the property of Mediacom (other than Purchased Equipment), in each case whether or not such Unit or Units are receiving any service from Mediacom or such wiring, cable or equipment is otherwise being used.

**8. Certain Obligations of Customer.** Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while in any Unit or elsewhere on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any Resident or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing. Notwithstanding any other provision of this Agreement, if, under any circumstance by express action, inaction or operation of law, Customer shall obtain ownership, control, use or any other right or interest in all or any portion of Mediacom’s Facilities at any time before, during or after the expiration or termination of this Agreement, Customer shall promptly transfer or be deemed to have transferred any such right of ownership, control, use or any other right or

Customer Initials: \_\_\_\_\_

interest to Mediacom. If such transfer by Customer to Mediacom is prohibited or restricted in any material manner by applicable law, as determined in Mediacom's

sole discretion, then Customer, at Mediacom's sole option, shall grant to Mediacom an indefeasible right to use

all or any portion of Mediacom's Facilities that are under Customer's control or ownership. Customer shall give Mediacom at least three business days' notice of work on the Premises that could (even if performed carefully) damage or interfere with the operation of the Mediacom Facilities and cause it to be performed according to Mediacom's reasonable instructions designed to prevent any such damage or interference.

**9. Alternative Providers.** Unless provided otherwise by applicable law, during the Service Term Customer shall have the right to provide itself or authorize no more than one third party to provide over facilities other than Mediacom's Facilities video services of the type offered by Mediacom. To the maximum extent permitted by applicable law, Customer agrees that during the Service Term, Customer shall not (i) operate or install or permit operation or installation on the Premises of any wireline or wireless distribution or transmission equipment, cable, wire, fiber or system for high-speed Internet access, IP telephony or other non-video service offered over the System from time to time (collectively "Non-Video Service"); (ii) offer, provide or assist any third party in offering or providing any Non-Video Service; (iii) purchase any Non-Video Service for provision to Units from any source other than Mediacom or enter into any agreement or arrangement by which Residents may obtain any Non-Video Service from any other source; or (iv) require, induce or encourage Residents to obtain any such service from any source other than Mediacom or endorse or recommend any such service of another source. To the maximum extent permitted by applicable law, Customer agrees that during the Service Term, Customer shall not (i) use or permit the use of Mediacom's Facilities for the provision, transmission, transportation, delivery or offering of any television programming, high-speed Internet access, IP telephony or other service of any kind offered through the System from time to time, or (iv) require, induce or encourage Residents to obtain any such service from any source other than Mediacom or endorse or recommend any such service of another source or provide any type of marketing support, direct or indirect, or access to the Premises for marketing purposes to providers or agents, contractors, employees or representatives of any such services. Customer represents and warrants that no such equipment or system is currently located on or at the Premises and that no third party is providing, or has the right to provide, any such service to Units under any agreement, contract or license granted by or with the consent or acquiescence of Customer.

**10. Termination.** If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7, 8, 9 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 60 days' prior written notice.

**11. Effects of Termination.** Upon expiration or termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and Residents must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (v) Mediacom and its affiliates shall have the right (but not the obligation) to directly market, provide and support any and all Mediacom Services (including any Service) to Residents, on an individual subscriber basis, independently of Customer, and shall also have the right to reasonable access to and use of the Premises for such purposes; (vi) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (vii) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely.

**12. WARRANTY DISCLAIMER.** To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

**13. Outages, Etc.** Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any Resident or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a

reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Units for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the per-Unit Monthly Service Fee for each affected Unit for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

**14. NO CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

**15. LIMIT ON DIRECT DAMAGES.** To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

**16. ESSENTIAL ELEMENT OF THE BARGAIN.** Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

**17. Indemnification.** Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any Resident or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any Resident or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

**18. Liquidated Damages.** The parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the full Service Term or obligations under Section 9. In the event of any such breach, Mediacom, in addition to exercising its termination rights, may elect as a remedy payment by Customer to Mediacom, as liquidated damages and not as a penalty the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term.

**19. Arbitration.** (a) By written notice to Customer, Mediacom may elect, in its discretion, to require binding arbitration of any legal or equitable claim or dispute (a "Claim") that directly or indirectly results from, arises out of or relates to this Agreement. If an action or proceeding relating to a Claim has been initiated, an election by Mediacom to require arbitration of such Claim must be given within 90 days after Mediacom is properly served with process in such action or proceeding. Mediacom may withdraw any election made at any time before the arbitration begins. Any arbitration shall be: (i) conducted before a single arbitrator under the procedures and rules stated in this Section and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") that are in effect at the time the arbitration is initiated (with the rules in this Section governing if there is a conflict with such AAA rules); (ii) limited solely to the Claim as to which Mediacom has elected arbitration; and (iii) based on written submissions of the parties and the documents relating to the Claim, unless either party requests use of the AAA's telephone or in-person procedures. Each party shall have the right to be represented by counsel. Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award.

(b) The arbitrator shall strictly enforce this Agreement and may not modify its terms. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction. The arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein.

Customer Initials: \_\_\_\_\_

(c) Neither party is precluded from (i) seeking interim injunctive relief from a court in order to preserve the *status quo*, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or (ii) resorting to court proceedings to enforce the other party's compliance with this Section 19. In addition, either party seeking only equitable remedies for a breach of obligations relating to ownership or protection of assets or property or Section 9 above may seek such remedies in any federal or state court having jurisdiction. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees.

**20. Miscellaneous.**

**20.1 Independent Contractors; No Agency; Service Changes; Service is Non-Exclusive.** The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, non-waivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may collapse the basic and expanded basic tiers of the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webpage, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis. Mediacom and its affiliates may, independently and directly, market and sell to and otherwise deal with Residents regarding any or all Mediacom Services and use the Mediacom Facilities for such purpose.

**20.2 Force Majeure.** Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

**20.3 Persons Bound; Assignability; No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No Resident or other person is a third party beneficiary of this Agreement. Customer shall not be a third party beneficiary of any contract, agreement or arrangement between Mediacom and any Resident

**20.4 Severability.** If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

**20.5 Governing Law; Waiver of Jury Trial; No Class Actions.** This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. **Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement.** To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

**20.6 Entire Agreement.** Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party

otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

**20.7 Amendments; Waivers; Counterparts.** Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

**20.8 Specific Performance.** Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

**20.9 Remedies Are Cumulative.** Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

**20.10 Binding Agreement.** Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

**20.11 No Disclosure of Terms, Etc.** Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or *bona fide* prospective purchaser of the Premises.

**20.12 Notices.** Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

**20.13 Certain Rules of Interpretation; Further Assurances.** This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "**or**" means "and/or." The words "**include**," "**includes**" and "**including**" shall be deemed to be followed by the phrase "without limitation." The word "**person**" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

**20.14 Regulatory Change.** If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

[END OF GENERAL TERMS]

Customer Initials: \_\_\_\_\_