

Business User Agreement

StarVision Incorporated will provide StarVision Magellan CABLE Service to _____ on the terms and conditions listed below. StarVision Magellan CABLE Service will be delivered over the existing telephone network provided by StarVision Incorporated. StarVision Incorporated, at its sole discretion, may change, modify, add or remove portions of this Agreement, and the Service provided thereunder, at any time. StarVision Incorporated will notify the customer of any such changes by sending notice via postal mail. Customer's continued use of the Service following notice of such changes shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any such modification, Customer must immediately stop using the Service and notify StarVision Incorporated that Customer is terminating this Agreement in accordance with Section 11 (a) of this agreement.

1. **Computer Equipment Requirement.** A listing of the current minimum computer requirements is available by contacting StarVision Incorporated during regular business hours. The minimum requirements may change and StarVision Incorporated will make reasonable efforts to support previously acceptable configurations; however, customer acknowledges that StarVision is not obligated to continue to provide such support.
2. **Customer Premises Equipment.** Customer may purchase a CABLE modem from StarVision Incorporated. In some locations, customers may have the option of purchasing a CABLE modem either from StarVision Incorporated or from a third party provider. StarVision Incorporated reserves the right to provide service only to users who have StarVision approved CABLE modems. Subscribers are strongly urged to check with StarVision Incorporated Customer Support at 1-877-269-8236 before purchasing a CABLE modem.
3. **Access Provided.** The equipment provided by StarVision Incorporated will allow Customers to access the Internet, online services and other information. Customer acknowledges that Customer may incur charges while using the Service in addition to those billed by StarVision Incorporated. Customer agrees and understands that all such charges, including all applicable taxes, are the sole responsibility of Customer.
4. **Payment Terms.**
 - a. **Agreement to Pay.** Customer agrees to pay all monthly fees and installation charges, including applicable franchise fees, taxes, customer service fees, late fees and/or door collection charges may be assessed and the service may be disconnected. Customer may be required to pay a reconnect fee in addition to all past due charges before the service is reconnected. Customer further acknowledges that StarVision Incorporated may require a security deposit.
 - b. **Payment Methods.** Customer agrees to pay StarVision Incorporated in accordance with the payment terms on the invoice received by Customer for the Service and agrees that StarVision Incorporated has the right to change the structure and amount of its fees at any time subject to applicable law.
5. **Access to Customer's Premises.** Customer authorizes StarVision Incorporated, and its employees, agents, contractors, and representatives to enter Customer's premises (the "Premises") in order to maintain, inspect, and repair the Service. If Customer is not the owner of the Premises, upon request, Customer will supply StarVision Incorporated with the owner's name and address, evidence that Customer is authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent from the owner of the Premises.
6. **Contact Address.** For any inquiries or notices required in connection with this agreement, Customer should contact in writing StarVision Incorporated, at StarVision Incorporated, P.O. Box 319 Clinton, N.C. 28329.
7. **Prohibited Uses of the Service; Indemnity.** Customer shall not use the Equipment or the Service directly or indirectly to:
 - a. perform any activity deemed illegal.

- b. post, transmit, or disseminate content, which violates any proprietary rights of StarVision Incorporated or any third party or is unlawful;
- c. post, transmit or disseminate objectionable information, including, without limitation, any transmissions consulting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal or international law, order of regulation.
- d. copy, distribute or sublicense any software provided by StarVision Incorporated except that Customer may make one copy of each software program for back-up purposes only;
- e. unlawfully promote or incite hatred;
- f. invade another person's privacy;
- g. upload, post, publish, transmit, reproduce, create, derivative works of, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner;
- h. you may not reference StarVision Incorporated in the header of any unsolicited e-mails, even if that e-mail is not sent through the StarVision Incorporated network.;
- i. disrupt or attempt to disrupt StarVision Incorporated backbone network. Prohibited disruptions include, but are not limited to, sending unsolicited bulk or commercial e-mail messages ("spam"). Unsolicited e-mail may not direct the recipient to any web site or other resource which uses the StarVision Incorporated service. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited;
- j. use the Equipment or Services in a way, which is contrary to any other StarVision Incorporated policy that may be posted by StarVision Incorporated from time to time. Specifically, customer agrees to abide by the StarVision Incorporated Acceptable Usage Policy and should consult this document regularly to ensure that their activities conform to the most recent version;
- k. service, alter, modify or tamper with any StarVision Incorporated-owned Equipment or Service or permit any other person to do the same that is not authorized by StarVision Incorporated.;
- l. restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment or the Service, including, without limitation, posting or transmitting any information or software which contains a virus, lock, key, bomb, worm or other harmful feature; or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- m. resell the Service or otherwise charge others to use the Service. The Service is for personal use only and Customer agrees not to use the Service for operation as an Internet Service provider or for any other business enterprise; or
- n. breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software or data without the knowledge and consent of such person. The Equipment and the service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. Use or distribution of tools designed for compromising security is also prohibited.
- o. use of bots or other devices to secure one's bandwidth at all times.

Engaging in any of the activities listed above may result in immediate termination of this Agreement. In addition, StarVision Incorporated reserves the right to disconnect or reclassify as commercial grade any customers found in violation of Section 7 items i, k, m, n, or o. This Section 7 shall not in any way limit StarVision Incorporated rights of termination pursuant to Section 11(a) of this agreement.

Customer agrees to indemnify and hold harmless StarVision Incorporated, and each of their respective affiliates, sub contractors, employees and agents, from any claims arising from Customer's use of the Service; this includes, but is not limited to, use of the Equipment or the Service in any manner prohibited under this Section 7.

- 8. StarVision Incorporated Content Rights.** StarVision Incorporated has neither liability nor obligation to;
- a. monitor the content on the Service and expressly disclaims any responsibility for any offense or injury arising out of the Customer's access to or dissemination of such content. However, customer acknowledges and agrees that StarVision Incorporated has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request to operate the service properly, or to protect itself or its subscribers. StarVision Incorporated reserves the right to refuse to post or to remove any information or materials that, in its sole discretion, are unacceptable, undesirable or in violation of this Agreement.
 - b. Assume responsibility for the content contained on the Internet or otherwise available through the service. There may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. All content accessed by Customer through the Service is accessed and used by Customer at Customer's own risk, and StarVision Incorporated and each of their respective affiliates, sub contractors, employees and agents, shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Customer. StarVision Incorporated specifically disclaims any responsibility for the accuracy, quality, and confidentiality of information obtained through the Service.
- 9. Customer Information.**
- a. Credit Inquiries. Customer authorizes StarVision Incorporated to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's file.
 - b. Information Collection and Disclosure. Customer agrees that StarVision Incorporated may, from time to time, collect information concerning Customer's use of the Service. Customer agrees that such information may be shared with other third parties provided that StarVision Incorporated (i) does not disclose any personally identifiable customer information to others, except as allowed by law, and (ii) otherwise complies with all applicable privacy laws. Should Customer not wish that Customer's information be used in such a manner, customer can notify StarVision Incorporated at P.O. Box 319, Clinton, NC 28329.
 - c. Customer expressly grants StarVision Incorporated permission to disclose personally identifiable information relating to customer or customer's account in response to (a) a subpoena issued in a civil or criminal investigation or litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order.
- 10. Customer Service.** StarVision Incorporated expressly reserves the right to institute fees for providing certain customer support services if, at its sole discretion, it determines such fees are warranted. Customer acknowledges that StarVision Incorporated shall not be liable for any damage to Customer's equipment resulting from or arising in connection with its provision of technical service and support for the StarVision Incorporated Service, even if such damage results from the negligence or gross negligence of the StarVision Incorporated installer, technician, or customer service representative.
- 11. Termination and Expiration.**
- a. **Termination Rights.** Either party may terminate this agreement at any time by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by Customer, customer must notify StarVision Incorporated by telephone or by a non-electronic written submission. E-mail submissions shall not constitute effective notice. In the event of termination by StarVision Incorporated, StarVision Incorporated may notify the Customer of such termination by electronic or other means. In those cases where annual prepayment terms are elected by Customer,

- Customer agrees and understands that the calculation of any refund for unused Service will be based upon the normal rate for the Service and not upon the discounted annual prepayment rate, should such a rate exist.
- b. **Customer Obligations upon Termination.** Customer agrees that upon termination of this Agreement:
 1. Customer will pay StarVision Incorporated in full for Customer's use of any StarVision Incorporated Service up to the later of the effective date of termination of this Agreement or the date on which the service has been disconnected to StarVision Incorporated. Customer agrees to pay StarVision Incorporated on a pro-rated basis for any use by Customer of any StarVision Incorporated Services for a part of a month.
 - c. **StarVision Incorporated Retention Rights.** Nothing contained in this Agreement shall be construed to limit StarVision Incorporated rights and remedies available at law or in equity.
- 12. Warranty.** Any warranty on customer premise equipment is provided by the manufacturer of the equipment only. StarVision Incorporated does not warrant any customer premise equipment. StarVision Incorporated does not warrant uninterrupted use of the equipment or the Service. StarVision Incorporated does not warrant that any data or any files sent by or to customer will be transmitted in uncorrupted form or within a reasonable period of time. All representations and warranties of any kind, express or implied, including, without limitation, any warranties of noninfringement, fitness for a particular purpose and merchantability are hereby excluded and disclaimed. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.
- 13. Back-Up Requirements.** Customer acknowledges and represents that he/she understands that the installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outages or potential damage to Customer's computer. Customer therefore is responsible for backing-up all existing computer files by copying them to another storage medium prior to such activities involving the Equipment. Customer expressly releases StarVision Incorporated and each of their respective affiliates, subcontractors, employees and agents, from any liability whatsoever for any damage to or loss or destruction of any of Customer's software, files, data or peripherals, Customer acknowledges that the sole responsibility for carrying out the back-up described in this Paragraph 13 resides with Customer has performed such back-up.
- 14. StarVision Incorporated performance and Reliability Rights.** Although StarVision Incorporated will make every commercially reasonable effort to deliver a high quality business Internet access service, unless otherwise specified by StarVision Incorporated in writing, customer is purchasing a business best-effort data service with no performance or reliability warranty either expressed or implied. StarVision Incorporated reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, but not limited to acknowledges and accepts that such action on the part of StarVision Incorporated may affect the performance of the service.
StarVision Incorporated reserves the right to enforce limits on specific features of the Service, including, but not limited to, e-mail storage and webhosting maximums.
- 15. Damage to and Encumbrances on Equipment, Computer, Software.**
- a. **Ownership of Equipment.** All Equipment, except for equipment purchased and paid for in full by Customer, will at all times remain the property of StarVision Incorporated. Equipment replacement and service interruptions caused by any of the following are excluded from coverage: misuse, abuse, neglect, accident, theft, insect or other infestations, fire, water, foreign substance, windstorm, hail, earthquake, lightning, riot, reconfiguration, equipment that has been opened, tampered with, repaired, or otherwise accessed, by anyone other than StarVision, cosmetic parts of the equipment, including but not limited to, paint, finish, bezel, cords, and connectors, and acts of god. Customer shall pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof. If StarVision Incorporated determines that the failure of the equipment and/or the service interruption was caused by any of the reasons listed about (as determined in our sole

- judgment), we may charge you a fee based upon our then current costs of labor (excluding the initial trip charge necessary to diagnose the issue. Customer hereby authorizes StarVision Incorporated to charge customer's Visa, Master Card, other credit card or other payment method authorized by Customer for any outstanding Service.
- b. Customer Purchased Equipment. Customer agrees to only connect StarVision Incorporated approved equipment to the StarVision Incorporated network.
- 16. No StarVision Incorporated liability for:**
- a. Eavesdropping. Other service subscribers may be able to access and/or monitor Customer's use of the service. Any sensitive or confidential information (such as credit card numbers or other financial information, medical information or trade secrets) sent by or to customer is sent at Customer's sole risk, and StarVision Incorporated nor any of its respective affiliates, subcontractors, employees or agents, shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Customer.
 - b. FTP/HTTP/Proxy/Gateway Server Setup. Customer should be aware that when using the Service to access the Internet or any other service, there are certain applications, such as FTP, HTTP, proxy, or gateway server applications, which may be used to allow other Service users and Internet users to gain access to Customer's computer. StarVision Incorporated, nor any of its respective affiliates, subcontracts, employees or agents, shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of otherwise relating to the use of such applications by Customer, including, without limitation, damages resulting from others accessing Customer's computer or from any loss of data maintained on the Network.
- 17. Limitation of Liability.** Unless otherwise specifically provided in this Agreement, StarVision Incorporated, nor any of its respective affiliates, subcontractors, employees or agents, will be liable to Customer or to any third party for:
- a. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly from, or otherwise arising in connection with, the use of the Service by Customer or any other use of the Equipment, including, without limitation, any damage resulting from or arising out of Customer's reliance on or use of the Equipment or Service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, nondeliveries, misdeliveries, transmission, or any failure of performance of the Equipment or Service;
 - b. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly from, or otherwise arising in connection with, the termination or reclassification of Customer's account by StarVision Incorporated pursuant to this Agreement.; and
 - c. any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use of the Equipment or Service by Customer or a third party infringes the copyright, patent, trademark trade secret, confidentiality, privacy, or other intellectual property rights or contractual rights of any third party.
 - d. Customer's sole and exclusive remedies under this Agreement are as expressly set out in this Agreement. Some states do not allow the limitation or exclusion of incidental or consequential damages, so such limitations or exclusions may not apply to you.
- 18. Installation/End User Software Licenses.**
- a. If the installation of an Ethernet card is required, it will be the Customer's responsibility to purchase, install, and setup the network card on his/her computer and/or network. System fields on Customer's computer may be modified as part of the installation process. StarVision Incorporated neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of Customer's computer and/or

network. StarVision Incorporated shall have no liability whatsoever for any damage resulting from the above or other file modifications. StarVision is not responsible for returning Customer's PC and/or network to its original configuration prior to installation.

- 19. Multiple Users.** Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Equipment and/or Service through Customer's computer. Customer shall have sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is the result of use of the Service and/or Equipment by Customer or by any other user of Customer's computer and/or network.
- 20. Governing Law.** This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of North Carolina. Customer may not bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.
- 21. General.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect to original intentions of the parties and the remainder of the provisions shall remain in full force and effect. StarVision Incorporated's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by Customer. This Agreement is freely assignable by StarVision Incorporated to third parties.

Customer Signature

Print Name

Date