

Blue Ridge Cable Technologies d/b/a Blue Ridge Communications (“Blue Ridge,” “Company,” “BRC”) will provide you (“you,” “Subscriber”) with the equipment ordered by you, along with any other related home security and monitoring services for your residential premises in accordance with the terms of this Alarm Monitoring Service Agreement (this “Agreement”). BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

1. **SECURITY SYSTEM INSTALLATION.** Blue Ridge agrees to furnish and install at the premises of Subscriber the event monitoring system purchased by Subscriber. Equipment is listed on Subscriber’s order confirmation.
2. **TERM.** The Initial Term of this Agreement shall be for a minimum of three (3) years commencing upon the Install Date and terminating three (3) years from the Install Date. After the Initial Term, this Agreement will automatically renew for 30 day periods unless terminated by either party.
3. **EARLY TERMINATION FEE.** If Subscriber terminates this Agreement, Subscriber agrees to pay Blue Ridge an early termination fee of: \$350 if terminated within the first year: \$250 if terminated after the first year but before the third year, or \$150 if terminated after the second year but before the expiration of the Initial Term.
4. **TERMINATION.** Blue Ridge shall have the right to terminate this Agreement, in whole or in part, upon giving (10) days written notice to Subscriber if any of the following occurs: (i) Subscriber violates any part of this Agreement, (ii) Subscriber fails to pay all fees and charges when due, including monitoring, equipment, or maintenance fees, (iii) Subscriber abandons or sublets the premises where the security system is installed or (iv) upon written notice to Subscriber for any other reason or for no reason. Any Paragraphs herein that by their nature should survive the termination of this Agreement, shall survive and be enforceable after termination of this Agreement. Subscriber can terminate this Agreement, subject to Paragraph 3, upon giving 30 days notice to Blue Ridge.
5. **CHARGES, FEES, AND TAXES.** You agree to pay all charges, including, but not limited to, installation, activation and service charges, equipment charges, measured charges, third party charges, applicable federal, state, and local taxes (however designated), permitting and regulatory fees, and any other fees or assessments of any municipal, state and federal government imposed on Blue Ridge or the services. You will be responsible for paying any government imposed fees and taxes that become applicable retroactively. We will provide you with notice and an effective date of any change in our prices or fees applicable to your services, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law. Not all fees apply to all services.
6. **CHANGES TO SERVICE AND EQUIPMENT.** Subject to applicable law, we have the right to change the services, equipment and rates or charges, at any time with or without notice. Monitoring rates may be changed pursuant to Paragraph 9(a). We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the services, including, but not limited to, content, functionality, hours of availability and customer equipment requirements. Notice of a change may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law. If you find any material change in the Services, rates or charges, or the terms of this Agreement unacceptable, you have the right to cancel your Services within thirty (30) days of receipt of notice of such change. However, your continued receipt of the Services after such thirty (30) day period, will constitute your acceptance of the change.
7. **LEASED EQUIPMENT.** Blue Ridge maintains ownership and title to any provided Leased Equipment, including, but not limited to the Touchscreen Panel. If any Leased Equipment is lost, stolen or damaged under any circumstances after it is provided until it is returned, regardless of fault, the Subscriber shall be responsible for all charges, including labor costs, to replace or repair the Leased Equipment. The Leased Equipment is the property of Blue Ridge and is loaned for exclusive use of the Subscriber and may not be relocated from the Subscriber’s address without consent of Blue Ridge. If the monitoring service associated with the Leased Equipment is terminated for any reason by either party, Subscriber must immediately return the Leased Equipment associated in an undamaged condition to Blue Ridge at the nearest Blue Ridge office. If the Leased Equipment is not immediately returned upon termination, Subscriber will be assessed a charge of the manufacturers retail price of the Leased Equipment plus collection costs.
8. **LIMITED WARRANTY - REPAIRS AND ADJUSTMENTS.**

(a) Purchased Equipment. Blue Ridge agrees to repair or replace at its option any part of the system purchased through Blue Ridge which, within one year following installation, is defective due to faulty design, materials or workmanship. Thereafter, Subscriber shall be responsible for labor and material costs involved in any adjustment, repair or replacement. Such services will be performed only when Subscriber notifies Company that services are needed. Company will perform no inspections or preventive maintenance and Company MAKES NO WARRANTY REGARDING ITS MAINTENANCE SERVICE. The parties' relationship regarding maintenance services is governed by all other appropriate parts of this Agreement including, specifically, Paragraphs 16, 17, 19 and 20.

(b) Leased Equipment. For the duration of this Agreement, Blue Ridge will repair or replace, in its sole discretion, any Leased Equipment that is defective or malfunctioning due to faulty design, materials or workmanship.

9. **(a) MONITORING.** Blue Ridge or its contractors shall monitor Subscriber's system twenty-four hours per day seven days per week. If a signal is received from the security system, Company shall seek to create two-way voice communication by telephone with the "Responders" as designated by Subscriber. Monitoring and reasonable attempts to contact responders by telephone are Company only obligations. Subscriber agrees to notify Company of Subscriber's disposition with regards to any signal within twenty-four hours. In consideration of the monitoring, Subscriber shall pay to Blue Ridge a monthly monitoring fee of \$39.95, payable in advance of each month of service. After the Initial Term, Blue Ridge reserves the right to change the monthly monitoring fee in its sole discretion. Blue Ridge will provide 30 days notice of a change to monitoring fee.

(b) "LIMITATION OF TECHNOLOGY." Subscriber understands and agrees that the service rendered under this Agreement requires broadband Internet with a service level minimum of at least 5 Mbps ("Internet"). Cellular service on the GSM network, e.g., ATT or Verizon, is required for back up service. If your location is not covered by a GSM cellular network, you will not have cellular backup. The backup cellular service will only be effective backup when Subscriber has active cellular coverage available at Subscriber's location. Inherent in this system is a failure when the Subscriber's Internet and/or cellular service fails or there is an interruption in service. In this event, the security system will likewise be interrupted. Subscriber understands and agrees that Blue Ridge does not guarantee either Internet service or cellular coverage. Subscriber also understands and agrees that Internet at Subscriber's location may be wireless and is dependent on what is commonly called wireless local area network. Anytime Subscriber's wireless local area network is non-operational, the Internet portion of the security system will likewise be non-operational. This acknowledgement applies to every term and condition of this Agreement as if repeated in each term and conditions 1-23.

c) SMOKE. Company works diligently to ensure our customer installations meet all applicable laws, codes and standards. The current code reference 11.5.1.1 reads as follows: "Where required by applicable laws, codes, or standards for the specified occupancy, approved single- and multiple-station smoke alarms shall be installed as follows: In all sleeping rooms, outside of each separate dwelling unit sleeping area (within 21ft of any door to a sleeping room) the distance measured along a path of travel, and on every level of a dwelling unit, including basements. Exception: Smoke alarms shall not be required in sleeping rooms in existing one- and two-family dwelling units".

In the event that the Subscriber purchases smoke detectors from Company, Subscriber is indicating your understanding of the current code and acknowledging that Company has advised you that it is our recommendation to install smoke alarms in each sleeping room.

10. **(a) NO WARRANTY OR REPRESENTATION.** Other than stated in Paragraph 8 above, Blue Ridge does not represent or warrant that the system may not be compromised or circumvented or that the system will prevent any personal injury, loss of life, or property loss or damage or that the system will in all cases provide the notification which is intended, and the Subscriber has not relied upon any such representation or warranty. The Subscriber acknowledges that any affirmation of fact or promise made by Company or its agents, servants or employee, shall not be deemed to create an express warranty unless included in this Agreement in writing. SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT WITH RESPECT TO COMPANY SERVICES, EQUIPMENT OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT WARRANT THAT COMPANY SERVICES, EQUIPMENT, OR LICENSED

SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF LATENCY OR DELAY, OR THAT COMPANY SERVICES, EQUIPMENT OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

(b) ADDITIONAL EQUIPMENT DISCLAIMER. Subscriber acknowledges that the Blue Ridge has presented the availability of additional equipment, systems and protections which are available from Blue Ridge and others for additional charges, but Subscriber has decided not to request or contract for such additional equipment, systems or protections.

11. **MEDICAL AND/OR RELATED EXPENSES.** In the event of an alarm, Subscriber does hereby authorize Blue Ridge to seek to notify fire, law enforcement and emergency medical personnel (“Respondees”) and to obtain assistance. Subscriber shall be obligated for and agrees to pay any cost and expenses whatsoever incurred as a result of such notifications.
12. **BINDING NATURE.** THE TERMS AND PROVISIONS ON ALL PAGES OF THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE BINDING ON BLUE RIDGE AND SUBSCRIBER. ALL TERMS AND CONDITIONS ON ALL PAGES SHOULD BE READ CAREFULLY.
13. **ANCILLARY EQUIPMENT AND CHARGES.** Blue Ridge is authorized to install or have installed communications equipment used in the operation of this system. The Subscriber agrees to supply and pay any charges for 24-Hour 110-volt circuit as required to power the system and the appropriate communications services or other equipment deemed necessary by Blue Ridge. Blue Ridge shall not be responsible for any costs for parts and/or labor associated with adapting the Subscriber's internet-communications system for use with the system.
14. **TESTING AND PROTECTION OF THE SYSTEM.** It is solely the Subscriber’s responsibility to test the operation of the equipment used in the operation of this system. Monitoring tests may normally be made without charge on weekdays between 5 p.m. and 11 p.m. with prior coordination with the system operators. The Subscriber agrees that no apparatus or device shall be attached or connected to the system and further agrees not to permit the system and equipment to be disturbed, removed or otherwise damaged.
15. **DELAYS AND FAILURES.** Blue Ridge assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures or any cause beyond the control of Blue Ridge. Blue Ridge may terminate this Agreement if it cannot maintain transmission privileges and shall not be liable for any damages or penalties as a result of such termination. Blue Ridge may also cancel this Agreement, without previous notice, in the event its Central Monitoring Station is destroyed or damaged by a catastrophe and it is impracticable to continue or restore service.
16. **RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION.** Subscriber hereby waives, releases, discharges and agrees to hold Blue Ridge, its directors, officers, employees, agents and assigns harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance whether said claim is made by Subscriber or by any other party claiming under or through Subscriber, including any insurer, by way of subrogation or otherwise.
17. **INDEMNIFICATION FROM THIRD PARTY ACTION.** In the event any person not a party to this Agreement, including Subscriber’s insurance company, shall make any claim or file any lawsuit against Blue Ridge, its officers, employees, agents or assigns (“Indemnities”) for any reason whatsoever, including, but not limited to, the installation, maintenance, operation or non-operation of the system, Subscriber agrees to indemnify, defend and hold the Indemnities harmless to the maximum extent allowed by law from any and all claims and lawsuits including the payment of all damages, expenses, costs and attorney’s fees whether these claims and lawsuits are based on alleged intentional conduct, active or passive negligence or strict or product liability on the part of Blue Ridge, its officers, employees, agents or assigns.
18. **FORCIBLE ENTRY.** Subscriber acknowledges consent for Respondees contacted by Blue Ridge to enter the premises, with force, if necessary. Subscriber does hereby release Blue Ridge from any and all liability whatsoever as a result of said forcible entry.
19. **LIMITATION OF COMPANY’S LIABILITY.** It is understood that Blue Ridge is not an insurer of person, life, limb or property and that insurance covering personal injury, life and property loss shall be obtained by the Subscriber, if so desired. Blue Ridge is being paid for installing and providing a system designed to provide notice of the occurrence of certain events. Blue Ridge and the Subscriber acknowledge that the amounts being charged by Blue Ridge are not sufficient to guarantee in any way that no loss or damage will occur and that Blue Ridge is not assuming responsibility for any personal injury, loss of life, or property loss or damage which may occur even if due to Blue Ridge’s negligent performance or which may arise due to the faulty operation of the system, the

failure of services or the failure to perform said services. Blue Ridge and Subscriber hereby agree that if, notwithstanding the above provisions, there should arise any liability whatsoever on the part of Blue Ridge, its directors, officers, employees, agents or assigns, it is agreed that such liability shall be limited to two hundred fifty dollars (\$250). This sum shall be complete and exclusive and shall be paid and received as an exclusive remedy and not as a penalty. In the event that the Subscriber wishes Blue Ridge to assume a greater liability, the Subscriber may obtain from Blue Ridge a higher limit by paying an additional amount proportioned to the increase of said potential liability, but such additional obligation shall in no way be interpreted to hold or constitute Blue Ridge as an insurer. Any request by the Subscriber for a higher limit shall be given to Blue Ridge in writing by certified mail, return receipt requested.

20. THIRD PARTY EQUIPMENT AND SERVICES - LIMITATIONS OF LIABILITY. At its sole discretion, Blue Ridge may assign, subcontract, purchase or otherwise arrange for alarm equipment, monitoring services or other services called for under this Agreement to be provided by a third party. Subscriber agrees and acknowledges that such third-party provider or providers of alarm equipment, monitoring services or other services are not insurers. Subscriber also agrees the provisions for RELEASE FROM LIABILITY AND WAIVER OF SUBROGATION, INDEMNIFICATION FROM THIRD PARTY ACTION and LIMITATION OF COMPANY'S LIABILITY in Paragraphs 16, 17 and 19 of this document shall apply for the benefit of such third parties, their directors, officers, employees and agents as fully as if they had been specifically named herein in place of "Blue Ridge" throughout. UNDER NO CIRCUMSTANCES WILL BLUE RIDGE'S DIRECT OR INDIRECT SUPPLIERS HAVE ANY LIABILITY TO SUBSCRIBER.

21. ASSIGNMENT. It is specifically agreed that the Subscriber shall not be permitted to assign this Agreement without prior written consent of Blue Ridge and any assignment without such consent shall be without effect and shall be deemed a breach of this Agreement. Blue Ridge shall have the right to assign this Agreement to any other company engaged in a business similar to that of Blue Ridge and upon such assignment shall be relieved of any obligations created herein.

22. MANDATORY BINDING ARBITRATION.

a. Mandatory Binding Arbitration. This paragraph applies to all services you may have with Blue Ridge Communications including internet, phone, cable and security. We strive to resolve disputes fairly and quickly. If we cannot resolve a dispute with you to your satisfaction, then except as described below, each of us agrees to arbitrate disputes and claims for money damages between us in excess of \$10,000. Specifically, claims for monetary damages in excess of \$10,000 shall be submitted to the American Arbitration Association, www.adr.org, for binding resolution under its Commercial Arbitration Rules or by separate mutual agreement to another arbitration institution.

This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

For purposes of this section, references to "BRC," "PTD," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior agreements between us.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

b. Prefiling Notice Requirement. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to BRC/PTD should be addressed to: BRC, PO Box 215, 613 3rd Street, Palmerton, PA 18071, ATTN: Legal Department/Arbitration. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If BRC/PTD and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BRC/PTD may then commence an arbitration proceeding as described herein. During the arbitration, the amount of any settlement offer made by BRC/PTD or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or BRC/PTD is entitled.

c. Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY BRC AND/OR PTD IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY MAIL TO BRC, PO BOX 215, 613 3rd STREET, PALMERTON, PA 18071, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS AND BRC AND/OR PTD ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES BINDING ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH BRC AND/OR PTD OR THE DELIVERY OF SERVICE(S) TO YOU BY BRC AND/OR PTD. IF YOU HAVE PREVIOUSLY NOTIFIED BRC AND/OR PTD OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

d. CLASS ACTION WAIVER AND OTHER RESTRICTIONS:

i. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH YOU MUST CONTACT BRC AND/OR PTD WITHIN SIXTY (60) DAYS), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

ii. YOU AGREE THAT YOU AND BRC/PTD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. ALL PARTIES TO AN ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR’S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN YOU AND BRC AND/OR PTD ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. NO ARBITRATION AWARD OR DECISION WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT NAMED PARTY TO THE ARBITRATION.

e. Location of Arbitration. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

f. PAYMENT OF ARBITRATION FEES AND COSTS:

i. BRC AND/OR PTD WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR’S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES.

ii. IF THE ARBITRATION PROCEEDING IS DECIDED IN BRC AND/OR PTD’S FAVOR, YOU SHALL REIMBURSE BRC AND/OR PTD FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE BRC AND/OR PTD FOR ANY OF THE FEES AND COSTS ADVANCED BY BRC AND/OR PTD.

iii. IF THE ARBITRATION PROCEEDING IS DECIDED IN YOUR FAVOR, AND THE ARBITRATOR ISSUES YOU AN AWARD THAT IS GREATER THAN THE VALUE OF BRC/PTD’S LAST WRITTEN SETTLEMENT OFFER MADE BEFORE AN ARBITRATOR WAS SELECTED, THEN BRC/PTD WILL:

PAY YOU THE AMOUNT OF THE AWARD OR \$10,000 (“THE ALTERNATIVE PAYMENT”), WHICHEVER IS GREATER; AND

PAY YOUR ATTORNEY, IF ANY, TWICE THE AMOUNT OF ATTORNEYS' FEES, AND REIMBURSE ANY EXPENSES (INCLUDING EXPERT WITNESS FEES AND COSTS) THAT YOUR ATTORNEY REASONABLY ACCRUES FOR INVESTIGATING, PREPARING, AND PURSUING YOUR CLAIM IN ARBITRATION ("THE ATTORNEY PREMIUM").

IF BRC/PTD DID NOT MAKE A WRITTEN OFFER TO SETTLE THE DISPUTE BEFORE AN ARBITRATOR WAS SELECTED, YOU AND YOUR ATTORNEY WILL BE ENTITLED TO RECEIVE THE ALTERNATIVE PAYMENT AND THE ATTORNEY PREMIUM, RESPECTIVELY, IF THE ARBITRATOR AWARDS YOU ANY RELIEF ON THE MERITS.

iv. THE ARBITRATOR MAY MAKE RULINGS AND RESOLVE DISPUTES AS TO THE PAYMENT AND REIMBURSEMENT OF FEES, EXPENSES, AND THE ALTERNATIVE PAYMENT AND THE ATTORNEY PREMIUM AT ANY TIME DURING THE PROCEEDING AND UPON REQUEST FROM EITHER PARTY MADE WITHIN 14 DAYS OF THE ARBITRATOR'S RULING ON THE MERITS.

v. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, BRC AND/OR PTD WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

g. Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect.

In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and BRC and/or PTD have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

h. Exclusions from Arbitration. ONLY CLAIMS FOR MONEY DAMAGES MAY BE SUBMITTED TO ARBITRATION. YOU AND BRC AND/OR PTD AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY WHOSE AMOUNT IN CONTROVERSY (INCLUDING CLAIMS FOR ATTORNEY'S FEES PERMITTED BY LAW) IS LESS THAN \$10,000 OR IS OTHERWISE PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS (MAGISTERIAL DISTRICT COURT IN PENNSYLVANIA); (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN BRC AND/OR PTD AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE. (6) CLAIMS FOR INJUNCTIVE ORDERS OR SIMILAR RELIEF MUST BE BROUGHT IN A COURT OTHER THAN CLAIMS RELATED TO WHETHER ARBITRATION IS APPROPRIATE, WHICH WILL BE DECIDED BY AN ARBITRATOR, NOT A COURT. YOU MAY NOT COMBINE A CLAIM THAT IS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT WITH A CLAIM THAT IS NOT ELIGIBLE FOR ARBITRATION UNDER THIS AGREEMENT.

i. Continuation. This Arbitration Provision shall survive the termination of your Service(s) with BRC and/or PTD, or any agreement you may have with either.

23. **GENERAL TERMS.** This Agreement shall be governed by the laws of the State of Pennsylvania without giving effect to its rules of conflict of laws. This Agreement constitutes the full understanding by and between the parties hereto and may not be amended or modified except in writing and signed by both parties. If any provision or part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as if such invalid or unenforceable provision had never appeared herein.