

BELD.net Broadband Internet Service Agreement

1. THE SERVICE:

1.1. BELD.net will provide You (the "End-User") with BELD.net Broadband Internet Service (the "Service") from a single computer connection on Your Premises. The Service is provided in accordance with the provisions of this Service Agreement. BELD.net will provide: Coaxial cable connection provided at the End-User's Premises to an End-User provided Windows-based PC or Apple Macintosh computer which meets the End-User Equipment Requirements, use of cable modem provided by BELD.net; End-User Instructions, including operating instructions, on-line help and telephone support information; Internet connection - High speed Internet access (up to 10 Mbps to the computer, up to 1.5 Mbps from the computer); single End-User IP connection; full service installations at End-User designated location, cable modem and internal and external cabling and End-User orientation - including setting electronic mail password, web browsing, Help Desk Support Services accessible via on-line help or telephone support; electronic mail, and Frequently Asked Questions - Fans; and, if needed by End-User and at End User's cost, a standard Network Interface Card ("NIC") to connect to cable modem with Premises computer. Multiple DHCP addresses for Premises networks are available at an additional monthly fee. In providing services to End-Users under this Agreement, BELD is acting by and through BELD.net and that any legal rights and obligations of BELD.net referenced in this Agreement are rights and obligations of BELD.

1.2. No representation, warranty, term, or condition other than as specifically set forth in this Agreement shall be binding on BELD.net.

2. GENERAL SUBSCRIBER OBLIGATIONS:

2.1. You (the End-User) are signing this Agreement on behalf of yourself and any person who accesses the Service through End-User's computer, under End-User's screen name or password or through the broadband outlet in End-User's Premises. End-User assumes responsibility to ensure that all such other users understand this Agreement and comply with its terms. End-User will, at End-User's own expense, obtain any and all consents, rights and authorizations necessary for the installation and use of the Service and equipment.

2.2. End-User may not transfer End-User's subscription or End-Users rights and obligations under this Agreement to any other person or to himself at a new Residence. End-User's Service will be terminated should BELD.net be notified that You are no longer an authorized End-User.

3. COMPUTER EQUIPMENT REQUIREMENTS:

End-User must have, as a minimum, one of the types of computer equipment and software suites listed below installed on End-User's Premises computer (the "Premises computer"):

3.1. PC Equipment Required:

	PC	Macintosh
Operating System	Windows 95/98/NT/ME/W2K/XP	System 7.6 or greater
Processor	133 Mhz Pentium	66 MHz PowerMac
RAM	Win 95/98: 32 MB NT4.0/W2k 32MB 64 MB recommended	24 MB physical RAM 32 MB recommended
Free Hard Drive Space	100 MB 150 MB Recommended	50 MB
Networking Capability	1 free compatible IRQ	Open Transport v.1.1.2

Ethernet Network Interface Card Required.

4. PAYMENT TERMS:

4.1 End-User agrees to pay an installation fee and a monthly recurring charge for the Service. The schedule of fees and charges is set forth in the equipment and installation charges attachment which is incorporated into this Agreement and made a part hereof. End-User agrees to pay all applicable federal, state and local fees or taxes.

4.2. BELD.net reserves the right to change the amount of fees and charges from time to time at its discretion and upon reasonable notice to the End-User.

4.3. Installation fees and any applicable equipment charges are due along with payment of the first monthly charge. Monthly charges are payable in advance. BELD.net will send notification if account becomes delinquent (30 days past due date listed on bill). Payment of the delinquent amount must be received by the deadline given on this notification to avoid interruption of Service. If payment is not received by the deadline given on this notification, a one time late fee of not more than 5% on any outstanding amount will be charged and your Service will still be subject to disconnection. BELD.net may charge a reasonable service fee for all returned checks and bank card or charge card charge backs.

4.4. If you discontinue the Service or are disconnected, End-User agrees to pay a reconnect charge before reconnection.

4.5. End-User will be responsible for all expenses (including reasonable attorney's fees) incurred by BELD.net in collecting any unpaid amounts due in accordance with this Agreement.

4.6. End-User is responsible for verifying that the phone number through which End-User is calling the Service is a local access number. BELD.net DOES NOT REIMBURSE OR PAY ANY END-USER'S TELEPHONE CHARGES FOR ANY REASON.

5. CHARGES FOR ON-LINE SERVICES/INTERNET TRANSACTIONS:

5.1. Through use of the Service, End-User may access certain information, products, and services from persons other than BELD.net for which there is a charge, including certain on-line services such as America Online and CompuServe. END-USER AGREES THAT ALL SUCH FEES OR CHARGES FOR ON-LINE SERVICES, PRODUCTS, OR INFORMATION ARE END-USER'S SOLE RESPONSIBILITY AND NOT THE RESPONSIBILITY OF BELD.net.

5.2. END-USER'S ARE ALSO ADVISED THAT THEY ARE SOLELY RESPONSIBLE FOR PROTECTING THE SECURITY OF THEIR CREDIT CARD INFORMATION FROM UNWANTED OR UNAUTHORIZED CHARGES FOR INTERNET BASED TRANSACTIONS.

5.3. BELD.net DOES NOT ENDORSE OR WARRANTY ANY THIRD-PARTY PRODUCTS, SERVICES, OR CONTENT THAT ARE DISTRIBUTED OR ADVERTISED OVER THE SERVICE.

6. END-USER BACK-UP RECOMMENDATION:

In order to install the Network Interface card, it may be necessary to open the Premises computer. In addition, when software is installed on the computer, the operating system files may be modified. BELD.net does not warrant that the opening of the computer or the installation of software will not disrupt the normal operations of the computer or cause the loss of files. FOR THESE AND OTHER REASONS, BELD.net RECOMMENDS THAT YOU BACK-UP ALL FILES PRIOR TO INSTALLATION.

7. INSTALLATION AND ACCESS:

BELD.net will schedule one or more installation visits with the End-User. End-User must be present at End-User's Premises during installation. Following installation, End-User will provide BELD.net with reasonable access to the premises to inspect, repair, and maintain BELD.net's equipment. Upon termination of End-User's purchase of the Service, End-User will return the equipment to a BELD.net designated location.

8. SERVICE AND PERFORMANCE:

8.1. The Internet is not owned, operated, or managed by, or in any way affiliated with BELD.net. BELD.net cannot and does not guarantee that it will provide Internet access that is sufficient to meet End-User's needs. End-User's use of BELD.net's Service and the Internet is solely at the End-User's own risk and is subject to all applicable local, state, national and international laws and regulations.

8.2. BELD.net will make best efforts to assure that the Service is available to End-User's twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of service. Unplanned service interruptions will be minimized.

8.3. The Service provided is an Ethernet-like protocol service over a shared network, and users will contend for bandwidth. BELD.net will undertake best efforts at network management, traffic analysis, operational procedures and user policies that ensure appropriate bandwidth at all times for as many End-User's as possible; however, since provided bandwidth is a shared resource, BELD.net makes no representation regarding the actual quantity or quality of bandwidth provided.

9. SUPPORT AND MAINTENANCE:

9.1. BELD.net will provide End-User support that can be accessed by telephone or by electronic mail. Support will be provided for use of the Service only. BELD.net does not provide support for the End-User's hardware or software. The telephone numbers and electronic mail addresses for support services are available both in printed materials and online. Printed materials may be obtained at the Braintree Electric Light Department main office at 150 Potter Road, Braintree, MA 02184.

9.2. If End-User's use or modification of the software, hardware, or equipment supplied by BELD.net requires a visit to End-User's Premises for repair or correction, BELD.net reserves the right to charge the End-User for the visit and labor required to correct the situation. BELD.net does not support hardware, software or equipment that it does not supply. BELD.net's point of demarcation in terms of support and service is the cable modem. Where the End User owns his own modem, the point of demarcation is the cable jack. Should BELD.net agree to assist End-User with troubleshooting or repairs to hardware or software beyond the point of demarcation the End-User will hold BELD.net harmless for any and all malfunctions or hardware and software failures.

10. OWNERSHIP AND USE OF EQUIPMENT AND SOFTWARE:

10.1. The Cable modem supplied and installed by BELD.net under this Agreement shall at all times remain the property of BELD.net and it must be returned to BELD.net in good condition at the termination of service. End-User will use reasonable care to avoid damaging it, and will not move, relocate, alter, sell, lease, assign, encumber or otherwise tamper with the equipment. If the equipment is not returned to BELD.net in good condition within fourteen (14) days of service termination, the End-User will be charged \$600.00 for the modem replacement.

10.2. A suitable and functional Network Interface card, if not already owned and installed by the End-User, shall be supplied and installed by BELD.net in the Premises computer under this Agreement. Such card shall be purchased by End-User and become End-User's property. The card will remain End-User's property following termination of this Agreement and BELD.net does not undertake to remove it from the computer.

11. END-USER USE:

11.1. End-User agrees not to resell or redistribute access to the Service in any manner. The prohibition on resale or redistribution of access includes, but is not limited to, the provision of electronic mail, FTP, and Telnet access. BELD.net reserves the right to disconnect for failure to comply with any portion of this provision.

11.2. BELD.net will provide End-User with a dynamic IP connection as a component of the Service. End-User agrees not to alter, modify, or tamper with the dynamic IP connection or those of any End-User on the system. If applicable, BELD.net will take

back the dynamic IP connection upon disconnection, discontinuance, or termination of the Service.

11.3. End-User agrees to abide by the policies of the Service as they are electronically posted and added to or modified from time to time. End-User agrees not to use the Service, including but not limited to the equipment and software provided by BELD.net: a. for any illegal purpose; b. to achieve unauthorized access to any computer systems; c. for unauthorized access or distribution of any software, data, or material protected by copyright, patent or trade secret material; d. to copy, distribute or sublicense any software provided by BELD.net, except that End-User may make one copy of each software program or back-up or archival purposes only; e. for excessive data transfer which interferes with the experience of other users; f. to interfere with the use of the equipment or services by other End-User's or disrupt the BELD.net backbone network nodes or network services; g. to harass, threaten, embarrass, or cause distress, unwanted attention or discomfort to another person; h. to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to other End-User's, except in those areas that are designated for such a purpose; i. to post or transmit any sexually explicit, hateful, vulgar, threatening, abusive, harassing, defamatory, racially, ethnically or otherwise objectionable material; j. to, with respect to electronic mail messages, engage in sender address falsification, unauthorized relaying or spamming (sending of unsolicited, unwanted and/or un-requested electronic mail messages). k. to operate a local web, FTP, GOPHER, NNTP, IMAP, POP3, SMTP or HTTP(unless you are running Microsoft FrontPage 98 which automatically installs its own HTTP server) servers connected to the Internet through BELD.net

11.4. BELD.net reserves the right, in its sole discretion to: a. remove those materials that violate these policies, b. hold the End-User liable for any damages resulting from the violation of these policies, c. terminate this Agreement and Your continued purchase of the Service.

12. LIMITATION OF LIABILITY; NO WARRANTIES. PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY, MADE ON BEHALF OF BELD.net AND ALL OF ITS AFFILIATES.

12.1. BELD.net reserves the right to disrupt or suspend service from time to time as necessary for system maintenance or upgrades. BELD.net shall not be responsible for any damages, lost business, or other consequential or incidental damages resulting from such interruptions. BELD.net will take reasonable steps to restore services, but in no case shall its liability exceed the pro-rated service charges paid by End-User.

12.2. Damage, Loss or Destruction of Software Files and/or Data. BELD.net assumes no responsibility whatsoever for any damage to or loss or destruction of any of End-User software, files, data, or peripherals which may result from End-User's use of the Service, End –User's use of BELD.net support services, or from the installation, maintenance, or removal of the service, equipment or software. BELD.net does not warrant that any data or files sent by or to End-User will be transmitted in uncorrupted form or within a reasonable period of time.

12.3. No Warranties/Limitation of Liability. BELD.net makes no warranty, express or implied, of merchantability or fitness for a particular purpose, and all equipment, software, and services are supplied AS IS. In no event shall BELD.net be liable for any direct, indirect or consequential losses or damages

arising in any manner out of the installation, maintenance, failure, removal, or use of the equipment, software or Service.

12.4. Pursuant to the Electronic Communications Privacy Act of 1986 (18 U.S.C. Sec. 2510 et seq.), End-User acknowledges that there are no facilities provided by BELD.net for sending or receiving truly private or confidential electronic communications and that BELD.net may monitor End-User's electronic communications in the course of providing the products and/or service to End-User and generally with respect to the operation and/or maintenance of BELD.net's systems but only to the extent allowed by law. End-User shall hold BELD.net and all related and affiliated parties harmless for any wiretap or interception of data by third parties, except as may be caused by gross negligence or criminal acts of BELD.net or such parties. Unless otherwise specified, End-User shall be responsible for all security arrangements to prevent unauthorized access to End-User's systems and/or data while such systems or data are under the control of End-User.

12.5. No Liability for Viruses. BELD.net makes no representation or warranty that any software installed on the premises computer or which End-User may download from the Internet, on-line service provider, or other information provider (other than BELD.net) does not contain any virus or other damaging or destructive attribute. BELD.net has no responsibility and assumes no liability for such acts and occurrences.

12.6. No Liability for Content. While BELD.net supplies access to the Internet, it is not the publisher of any information provided by others through the Internet. BELD.net does not review, censor, or monitor and is not in any manner responsible for any programs or content sent or accessed over the Internet or made available by any individual, user, information provider, on-line service or content provider (other than BELD.net). Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane, or sexually offensive nature. All content from other parties accessed via the Service is accessed by End-User and those the End-User has authorized, all at End-User's own risk, and BELD.net assumes no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such content accessed using the Service.

12.7. No Liability for Parental Empowerment Tools. While BELD.net provides information regarding blocking and filtering software developed by others that empower parents and teachers to restrict their children's and students' access to objectionable or inappropriate material and to protect them from disclosing personal or other information, it is not the publisher of this software. BELD.net is not in any manner responsible for the effectiveness of these blocking and filtering technologies.

13. INFRINGEMENT:

BELD.net assumes no liability whatsoever for any losses, claims, damages, expenses, liabilities or costs (including legal fees) arising out of or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the equipment or services by End-User or a third-party infringes the copyright, patent, trademark, trade secret or other industrial or intellectual property rights or contractual rights of any third-party.

13.1. BELD.net provides access to Content that is protected by copyrights, trademarks, other intellectual property rights, and other proprietary rights ("Rights") of

other End-User's or independent third parties who make such Content available on or through the BELD.net.

13.2. End-User agrees that End-User's use of Content shall be governed by all applicable laws and regulations, and by the specific restrictions placed on such Content by the owners or licensors of the Rights in such Content.

13.3. End-User shall not upload, store, duplicate, modify, post or transmit Content that is subject to another party's Rights, without that party's express permission, when such permission is required by law or agreement. Violations may result in: (1) termination of this Agreement; (2) termination of End-User's account; and (3) civil or criminal liability of the End-User, including the indemnification of Section 17.

13.4. By posting or transmitting Content to any public area (such as public chat rooms, message boards, newsgroups, web-space or software libraries), End-User is requesting BELD.net to make that material available to other Internet users and that such access will result in copies of End-User's Content being transmitted to the public. In order to permit BELD.net to publish End-User's Content, End-User automatically grants, or represents and warrants that the owner of the rights in any such Content has authorized End-User to grant, to BELD.net a royalty-free, perpetual, irrevocable, non-exclusive right and license to reproduce, publish, store, distribute, perform and display such Content (in whole or in part) worldwide as necessary to service End-User's request.

14. TERMINATION:

14.1. BELD.net retains the right, but not the obligation, to restrict or terminate End-User's Service at any time, if BELD.net, in its sole discretion, determines that the End-User is in violation of this Agreement. Any such restriction, suspension, or termination of End-User's Service will be effective immediately, without prior notice. BELD.net will have no liability to End-User for any restriction, suspension, or termination of End-User's Service pursuant to such violation.

14.2. End-User agrees that if BELD.net terminates End-User's Service account as a result of End-User's violation of this Agreement, End-User forfeits any right to a refund of any prepaid account charges, such forfeiture being agreed to by End-User and BELD.net as liquidated damages and not as a penalty. If End-User violates the terms of this Agreement, BELD.net may refuse to accept any application for renewal or re-subscription by anyone in End-User's household or company following termination.

14.3 End-User agrees that, upon termination of End-User's Service account for any reason, that BELD.net shall have the right, but not the obligation, to remove all Email accounts and their contents connected to the End-User's Service account.

15. PRIVACY OF COMMUNICATIONS:

15.1. BELD.net intends to respect its End-User's' privacy and will not randomly monitor or disclose the contents of private e-mail, storage, or private chat room communications. However, End-User agrees that BELD.net has the right, but not the obligation, to monitor or disclose the contents of private communication, storage, or messages, if BELD.net, in its sole discretion, reasonably believes that such action is necessary: (1) to comply with applicable law or valid legal process; (2) to protect

BELD.net's rights or property; or (3) in emergencies when a person's physical safety appears to be at issue.

15.2. End-User acknowledges that BELD.net may, at its sole discretion, respond to a third party subpoena regarding End-User's activities and identity, regardless of whether End-User has been notified of such subpoena or any complaint. End-User hereby releases BELD.net and its employees and agents from any and all liability with respect to a good faith compliance with such subpoena.

16. PROHIBITED ACTIVITIES:

For purposes of the Prohibited Activities, the term "information" means material or Content of any type capable of being posted, stored, or transmitted on or through the Service, including material in print, graphic, sound, executable, or pictorial form.

When using the Service:

(a) Defamation. End-User agrees not to post or transmit any defaming information in violation of any applicable law or personal rights.

(b) Fraud. End-User agrees not to post or transmit any fraudulent information. This means any information that End-User knows or has reason to know is false, and intended for others to incur damage if they rely upon it.

(c) False Advertising. End-User agrees not to post or transmit any advertising or promotional materials that End-User knows or should know contain false, deceptive, or misleading statements, claims, or representations.

(d) Unsolicited Advertising. End-User agrees not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to anyone, except in those areas (e.g., the classified advertising areas) that are designated for such a purpose.

(e) Copyright Violations. End-User agrees not to post, forward, or transmit any information that infringes another person's copyright, or otherwise violates copyright laws.

(f) Trademark Violations. End-User agrees not to post or transmit any information that is likely to infringe or unlawfully diminish another person's rights in its trademark, trade dress, trade name, or service mark.

(g) Trade Secret Violations. End-User agrees not to post, store, or transmit any information that reveals trade secrets owned by another person, business, service, or other entity, unless authorized by such owner.

(h) Obscenity. End-User agrees not to post, access, download, store, or transmit any obscene or sexually explicit images if any such content may thereby become accessible to minors.

(i) Harassment, Threats, and Abuse. End-User agrees not to harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or discomfort to any person or entity, by any means, including the use of vulgar, hateful, racially, ethnically, or otherwise objectionable information.

(j) False Pretenses. End-User agrees not to impersonate any person, including but not limited to BELD.net personnel, an information provider, guide, or Internet host, or to communicate under any name or identifier that End-User is not entitled or authorized to use.

(k) Chain Letters. End-User agrees to not post, forward, or transmit chain letters, or letters or messages that offer a product, service, luck, or entertainment, based on the structure of a chain letter.

(l) Inappropriate Content. End-User agrees not to post or transmit information that is patently inappropriate material, e.g., information or topics not related to the topics focused on by the participants in a particular news group, chat room, or mailing list.

(m) Scrolling. End-User agrees not to cause any online chat screen to "scroll" faster than other End-User's or users are able to type to it, nor to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other End-User's, users, individuals, or entities.

(n) Open Connections. If a dial-up or ISDN connection to BELD.net shows no activity for a period of 20 minutes, then BELD.net may disconnect and end the session without warning.

(o) Violations of Service Providers' Rules. End-User agrees not to intentionally violate any operating rule, policy, or guideline of any other online service provider or interactive service.

(p) Multiple Access. This Agreement is not transferable. End-User agrees not to simultaneously access the Service for more than one session at any time except under separately issued and billable account identifiers.

(q) Abuse of BELD.net's Procedures. End-User will not make false or unverified complaints against any BELD.net End-User, or attempt to defeat any security features, or otherwise abuse any of BELD.net's procedures.

(r) Systems Abuse. End-User agrees not to abuse BELD.net's system by causing or attempting any harm to the system so that it inhibits other users' ability to effectively use the system.

(s) SPAM. End-User agrees not to post or cross post, regardless of content, the same or similar message to 20 or more newsgroups. See also (d) above, regarding unsolicited advertising.

17. INDEMNIFICATION AND LIMITATION OF DAMAGES:

17.1. End-User agrees to indemnify, defend, and hold harmless BELD.net, its directors, officers, agents, employees, and its other End-User's from any and all asserted claims, liabilities, damages, or expenses, including reasonable attorney fees, arising out of, resulting from, and/or claimed to be related to any use of End-User's account whether or not authorized, including but not limited to any and all alleged or actual violations of copyright, patent, trademark and/or trade secret or other laws by End-User or third party who obtains access to the Services via End-User's equipment or facilities.

17.2. BELD.net shall not be liable, either in contract or in tort, for any loss, claim or damage suffered or incurred by End-User, BELD.net or any other party, except to the extent caused by gross negligence or criminal misconduct of BELD.net or its agents or assigns, for any: (a) damage, impairment, alteration, theft or destruction of any nature whatsoever of End-User's equipment, machinery, products, data files, programs, procedures and/or information by any person or entity; (b) unauthorized access to End-User's transmission facilities or End-User's equipment; (c) any act of omission of End-User or any other party obtaining access to the Services via End-User's equipment or facilities, and/or; (d) non-performance, breach or claims or damages caused by interruptions of service due to war, riots, embargoes, strikes, casualties, accidents, electrical surges, natural disasters, planned or unplanned interruptions by providers of products and services to BELD.net, or other occurrences beyond BELD.net's control. It is expressly agreed between the parties that under no circumstances shall BELD.net be liable for lost profits, lost data or access, or special, incidental, punitive or consequential damages as a result of non-performance of this agreement by BELD.net. BELD.net shall not be liable in tort in excess of its maximum liability under the Massachusetts Tort Claims Act, G.L. c. 258, §§1, 2.

17.3. End-User agrees that End-User's only right with respect to any dissatisfaction with any: (1) Agreement term, policy, or practice of BELD.net in operating the Service; (2) Content available on or through the Service or change therein; or (3) amount or type of fees or billing methods, or change therein, is to terminate this Agreement as set forth above. In the event the End-User terminates Service, the End-User agrees to pay all amounts outstanding for services rendered or used up to the date of termination. BELD.net agrees to return to End-User any amount paid in advance to BELD.net for the unused portion of the End-User's Service, less any amounts owed to BELD.net for service under this Online Service Agreement, if End-User terminates service.

18. NOTICES:

All notices which are required to or which may be given under the Terms hereof shall be delivered in writing and shall be deemed given when received. Notices sent by electronic mail shall be followed by hard copy. Notices shall be directed to the addresses of the parties noted below. Either party may change such by giving notice of the change to the other party.

To BELD.net:

Name: BELD.net Service

Address: 150 Potter Road

Address: Braintree, MA 02184

Phone: 348-2300

Fax: 348-1002

19. SURVIVAL:

The warranties, indemnification obligations, and payment requirements set forth in this Agreement, as well as any other rights and obligations, which by their nature would extend beyond termination, cancellation or expiration of this Agreement, shall survive the termination of the Agreement by either party for any reason.

20. COMPLETE AGREEMENT:

This Agreement, including all Exhibits, constitutes the entire agreement for Internet access Services between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such Parties in connection herewith.

21. DISPUTE RESOLUTION AND GOVERNING LAW:

21.1. Any controversy or claim arising out of or related to this Agreement shall be resolved by arbitration under the current rules of the American Arbitration Association. This Agreement shall be governed under the laws of the Commonwealth of Massachusetts.

21.2. This Agreement, which shall include current and future Schedules, embodies the entire understanding between the Parties with respect to the subject matter and supersedes any and all prior understanding and agreements, oral or written.

21.3. BELD.net's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control.

21.4. If one or more of the paragraphs in this Agreement are found to be unenforceable or invalid, the remaining paragraphs shall remain in effect. BY SIGNING UP FOR SERVICE, YOU AUTHORIZE INSTALLATION AND ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND THAT YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Last modified on 07/03/2002