

RESIDENTIAL VIDEO SERVICE AGREEMENT

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF MADISON VIDEO SERVICE INCLUDE A BINDING ARBITRATION PROVISION SET FORTH IN THE GENERAL TERMS AND CONDITIONS OF SERVICE, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Madison Communications, Inc. on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Madison") will provide its Video TV service (the "Video Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the General Terms and Conditions for Service and the Madison Communications Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service").

Subscriber's use of the Video Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of Madison's Video Service and notify Madison Customer Service 888-422-4848 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. This is a legal binding document (the "Agreement").

Madison regularly updates and amends these Terms of Service. Subscriber should consult Madison's website www.gomadison.com to be sure Subscriber remains in compliance.

1. Monthly Subscription Services. Subject to and without abrogating Section 3 - "Madison Refund Policy/30-Day Guarantee" of the General Terms and Conditions for Services, Subscriber shall be responsible for the full monthly charge for those Video Services that are offered on a monthly subscription basis to which the Subscriber has subscribed, regardless of Subscriber's termination of such monthly Video Service prior to the conclusion of the respective subscription month.

2. Third Party Services: In addition to providing video programming and video-related services, and interactive television services, Madison's digital receiver may provide e-commerce and other services, as well as access to certain proprietary products of Madison. Through such other functions Subscriber may be able to subscribe to or access other services and transact other forms of electronic commerce such as purchasing third party products and services. Subscriber acknowledges that Subscriber may incur charges while using these services or while engaging in other forms of "e-commerce" (i.e. charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings using these functions). All such charges, including applicable Video taxes shall be paid by Subscriber and are not the responsibility of Madison.

3. Disruption of Video Service: In no event shall Madison be liable for any failure or interruption of program transmissions or Video Service resulting in part or entirely from circumstances beyond Madison's reasonable control (including without limitation, any interruption or degradation of Video Service arising from Subscriber's interference, modification or tampering with the Video Service of digital receiver connection). Subject to requirements under applicable Video law, credit may be given for qualifying outages.

4. Copying and Reproduction of Programs: Subscriber agrees that Subscriber shall use the programs, Video Service, and other services provided by Madison solely for Subscriber's personal, non-commercial use and will not copy such programs, Video Service, or other services except in compliance with applicable Video law.

5. Additional Madison Rights:

a. Madison has no obligation to monitor content or services accessible by means of Madison's Video system or the digital receiver; however, Subscriber acknowledges and agrees that Madison has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect itself or its Subscribers.

b. Madison shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of Madison's systems, Equipment, or Video Service.

6. Term: Madison Video Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Madison for breach (including nonpayment) of this Agreement or otherwise terminated by Madison in accordance with the General Terms and Conditions for Services.

7. Additional Features, Functionality and Tools: Any additional service features, functionality and tools that Madison offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Madison.

8. Programming:

a. Notwithstanding anything to the contrary herein, the Video Service, including but not limited to all programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other services are subject to change in accordance with applicable Video law. Subscriber acknowledges and agrees that it has no right to receive, and Madison has no obligation to provide, any particular programming service or channel as part of the Video Service and that Subscriber is not entering into this agreement or purchasing the Video Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of the Video Service.

b. Notwithstanding anything to the contrary herein, for the avoidance of doubt, and without limiting or abrogating any other rights Madison may have under the General Terms and Conditions for Service, in the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Madison and a third party programmer, Madison shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Subscriber's sole recourse in such an event shall be termination of the Video Service in accordance with the General Terms and Conditions for Service. The provisions of this paragraph shall not apply to programming to which a Subscriber subscribes on an a la carte basis (i.e. channels that are not part of a package or tier); provided, however, in that event Madison may provide to Customer a pro rata credit of amounts pre-paid for the specific programming to which Subscriber subscribes on an a la carte basis.

c. The Broadcast TV Surcharge is an itemized fee that represents a portion of the cost of carrying and distributing broadcast television signals to Subscribers. The Regional Sports Network Fee is a portion of the cost of distributing regional sports networks to Subscribers. Both of these are not government mandates or required fees and will increase from time to time. Madison and other providers have split both these fees out separate and apart from our Economy Essential or Bundled package charges so that Subscribers and the public can more readily identify the impact of increases in broadcast TV and sports programming costs on their services.

9. Disclaimer: Madison assumes no liability for any program, services or information distributed over the Video system and/or Madison's digital receiver unless locally produced by Madison. Madison shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the Video system or Madison's digital receiver, unless such products, merchandise or prizes are provided directly by Madison.

10. Parental Control: A Parental Control feature is available to prevent children from watching certain programming. Subscriber may place channels under Parental Control by blocking out a channel number and/or program rating on the digital receiver. The starter kit manual provided with the Video Service includes instructions on how to implement and monitor the Parental Control features. Should Subscriber deactivate the Parental Control feature, even for one channel or event, this will deactivate the Parental Control feature for all other channels that were previously locked out. Subscriber will then have to reactivate the Parental Control to again block out the desired channels. It is recommended that Subscriber occasionally verify that the Parental Control feature is activated and operational.

11. Prohibited Uses and Activities: The Subscriber shall not use Madison's Equipment, or the Video Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with Madison, including but not limited to:

a. invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;

b. redistributing or retransmitting the Video Service, or any portion thereof, or transmitting or distributing the Video Service, or any portion thereof, to persons outside the service location on Subscriber's account;

c. modifying, disrupting, unauthorized relocation of or tampering with Madison's Equipment, including but not limited to, tampering with the seal on the digital receiver, the access card or any of Madison's services;

d. connecting or attaching equipment to the Video Service with the intended purpose to distribute the Video Service in an unauthorized manner;

e. restricting, inhibiting or otherwise interfering with the ability of any other Madison subscriber to use or enjoy any Madison service, the Video Service, or the Internet.

f. reselling the Madison Service or services;

g. conducting a pyramid or other illegal soliciting scheme;

h. impersonating any person or entity or forging anyone else's digital or manual signature; or

i. harassing, threatening, or otherwise verbally abusing Madison employees or its agents.

Engaging in one or more of these activities may result in termination of this Agreement. This Section 11 shall not in any way limit Madison rights of termination pursuant to any other provision of this Agreement or the General Terms and Conditions for Service.

12. License Requirements: Subscriber agrees to comply with all end user license requirements relative to any of the services which Subscriber accesses pursuant to the terms of this Agreement. Subscriber may not decompile, reverse engineer, disassemble, modify, create derivative works of, or in any way derive

any source code from the Video Service, or any portion thereof including Madison software or third party software made available through or in connection with the Video Service. Subscriber agrees not to remove, alter, or obscure any product identification, proprietary, copyright, or other intellectual property notices contained or embedded within or on the Video Service.

13. Limitation of Liability: Any information sent by the Subscriber utilizing the functions of Madison Equipment is sent at the Subscriber's sole risk, and Madison shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Subscriber. Without limitation of the foregoing, Subscriber acknowledges and agrees that Madison shall not be liable for any use of Subscriber's information provided to third parties in connection with Subscriber's use of the Video Services or other third party services or functions available through the Video Service. Madison shall not be liable or responsible for any errors, losses, or interruptions in connection with Subscriber's use of the Video Service, and any features or functionalities thereof, including but not limited to intermittent service, erroneous deletions, failed or misdirected recordings, and inability to schedule recordings.

14. Security:

a. Subscriber is responsible for any misuse of Madison's Equipment, the Video Service, or any third party services to which Subscriber has subscribed, even if the inappropriate activity was committed by a friend, family member, guest, employee or Subscriber with access to Subscriber's account. Therefore, Subscriber must take steps to ensure that others do not gain unauthorized access to Madison's Equipment, Video Service or third party services. For example, Subscriber must secure any wireless home network used in connection with the Video Service by requiring passwords or similar means of restricting access to such network.

b. Subscriber agrees to maintain the security and confidentiality of Subscriber's usernames and passwords or similar credentials that enable Subscriber to access the Video Service. Subscriber further agrees not to disclose such credentials to any third party. Without limitation of the foregoing, Subscriber agrees that Subscriber shall not disclose such credentials to third parties to enable them to access the Video Service or programming that may be made available to Subscriber outside the home.

c. The Equipment, Video Service or third party services may not be used to breach the security of another Madison subscriber or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also 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 prohibited.

15. Closed Captioning: Information regarding closed captioning issues is available online at Closed Caption Information.

16. Choice of Law: This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Illinois.

17. Privacy Statement: Madison Privacy Policy provides a detailed outline of Madison's privacy policies and how they affect Subscriber's use of Madison's Equipment and Video Service.

18. Entire Agreement: This Agreement as supplemented by the General Terms and Conditions for Service, constitute the entire agreement between the Subscriber and Madison for the Video Service. No undertaking, representation or warranty made by any agent or representative of Madison in connection

with the sale, installation, maintenance or removal of the Video Service or Madison Equipment shall be binding on Madison except as expressly included herein.

19. Amendment: Madison may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Madison may notify Subscriber of any such changes to this Agreement by posting notice of such changes on Madison's website at www.gomadison.com, under "Terms of Service/Policies," using the features of the Madison digital receiver, or sending notice via bill statement, text, e-mail, postal mail, or other reasonable means. The Subscriber's continued use of the Video Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using Madison Equipment and the Video Service and notify Madison that Subscriber is terminating this Agreement in accordance with the General Terms and Conditions for Service.

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