

## Subscriber Agreement

Voice / Video / Internet

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### About This Agreement, Our Services, and Your Rights

Allied Telesis Capital Corp. ("ATCC," "we," "us," or "our") will be provided to you ("you," "your," "Subscriber" or "Customer") cable television service ("Video"), high-speed Internet service ("Internet") and digital voice service ("Voice") (each a "Service" and collectively the "Services") on the terms and conditions set forth in this Subscriber Agreement (the "Agreement"). The Services are provided for your own personal, non-commercial use.

We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior Notice of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service(s). You shall be obligated to pay the monthly charge in the month in which the termination becomes effective. However, if you continue to receive Service(s) after the end of the notice period (the "Effective Date") of the change, we will consider that you have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. Charges for the Services are set forth on a separate price list or posted on the ATCC web site at [www.atcc-gns.com](http://www.atcc-gns.com).

### General Terms and Conditions

**1. Acceptance of This Agreement.** By signing this Agreement or by utilizing services for voice, video or Internet service (Services), you are hereby accepting this agreement and agreeing to abide by its terms and conditions and any amendments. If you do not accept this Agreement, you should not utilize these Services. You also understand and agree that ATCC's Services are for the subscribers' use only and is not to be redistributed, rebroadcast or resold to other users.

**2. Charges, Fees and Taxes.** Customer agrees to pay all charges associated with the Services, including but not limited to, installation charges, monthly service charges, Equipment charges, service call charges, applicable federal, state and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of 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, 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. In your registration information, you have the option to pay the monthly charges with a credit card and authorize ATCC to automatically charge your credit card account each month for monthly charges and other related fees. Otherwise, if you fail to pay the monthly charges by the due date listed on your bill, ATCC will, at its discretion, impose a late fee. ATCC reserves the right to charge a service fee for all returned checks and bank card or credit card charge backs.

**3. Amendments to This Agreement.** The terms and conditions relating to the Services may be amended from time to time and will be posted on the ATCC web site [www.atcc-gns.com](http://www.atcc-gns.com) if you continue to use the Services after new conditions have been posted, it shall constitute acceptance of the terms. If you do not accept the changes, you must terminate the Services within 30 days of the notice being posted.

**4. ATCC Equipment.** ATCC may provide a modem/Residential Gateway per Customer subscribing to Services. Customers subscribing to Video Services may also be issued one or more Set Top Boxes. Any equipment provided by ATCC to Customer will be considered ATCC's equipment (the "Equipment"). Any cabling installed by ATCC will remain the property of ATCC except as otherwise required by applicable law. ATCC will have no obligation to install, support, maintain, repair or replace any Computer, Wireless Router, cabling or other equipment that is not ATCC Equipment. ATCC will not support, repair, replace or maintain any Network Interface Card (NIC) regardless of whether installed by ATCC or its Contractor.

**5. Equipment Repair.** ATCC will repair damage to or, at its option, replace Equipment, and otherwise attempt to correct interruptions of the Services, due to reasonable ATCC Equipment wear and tear or technical malfunction of the system or network operated by ATCC, at the company's expense. ATCC has no other responsibility for support, maintenance or repair of Equipment, software or service, whether provided by ATCC, a third party or Customer. For assistance with other technical problems, if support services are available from ATCC, such services will be at additional charge based on an hourly tech support rate. ATCC has a weekly scheduled maintenance period, every Wednesday from 1:00AM to 5:00AM Japan standard time, which could result in disruption of the Services.

**6. No Unauthorized Devices or Tampering.** Customer will not open, alter, misuse, tamper with or remove ATCC's Equipment as and where installed and will not remove any markings or labels from the Equipment indicating ownership or serial or identity numbers. Customer will safeguard the Equipment from loss or damage of any kind and (except for any self installation procedures approved by ATCC) will not permit anyone other than an authorized representative of the company to perform any work on the Equipment. Customer agrees that he/she will not use or permit others to use the Equipment or the Service(s), directly or indirectly, for any unlawful purpose.

**7. Use of Equipment and Services.** You agree that you will not use or permit another to use the Equipment or Services, directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted ATCC policy applicable to the Services. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Equipment and/or Services and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable ATCC policies including, but not limited to, acceptable use and privacy policies. You agree to indemnify, defend and hold harmless ATCC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of any unlawful use of the Equipment, Services, or the breach of this Agreement by you or any other user. Upon termination of the Services, for whatever reason, Customer acknowledges that his/her right to possess and use the Equipment shall likewise terminate and the Equipment shall be returned to ATCC in the same condition as when received, excepting ordinary wear and tear. Customer will promptly return Equipment or notify ATCC to schedule retrieval by ATCC. If Customer does not return the Equipment promptly or schedule retrieval, ATCC or its Contractor may enter any premises where the Equipment may be located for the purpose of disconnecting and retrieving the Equipment. If the Equipment is damaged, destroyed, lost or stolen while in Customer's possession, Customer shall be liable for the cost of repair or replacement of the Equipment and charged a damage fee.

**8. Acceptable Use Policy.** ATCC's Acceptable Use Policy ("AUP") and other policies are posted on the ATCC web site at [www.atcc-gns.com](http://www.atcc-gns.com) (or an alternative web site if we so notify you). You further agree that ATCC may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE ATCC POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.

**9. Limitation of ATCC's Liability.** CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO THE CUSTOMER'S COMPUTER OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NEITHER ATCC NOR CONTRACTOR SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

**10. Monitoring of Bandwidth.** Subscriber acknowledges and agrees that ATCC shall have the right to monitor Subscriber's bandwidth consumption" (i.e. aggregate volume of data that may be sent or received) at any time and on an on-going basis, and to limit excessive bandwidth consumption by Subscriber (as determined by ATCC) by any means available to ATCC, including suspension or termination of Internet Service.

**11. Limiting Bandwidth.** ATCC reserves the right to implement specific limits on the maximum amount of bandwidth consumption available to Subscriber per month for the level of Internet Service subscribed for by Subscriber. If Subscriber exceeds the bandwidth consumption limits assigned to the level of Internet Service for which Subscriber has subscribed in any month, ATCC has the right to limit bandwidth consumption by Subscriber in excess of such level by any means available to ATCC including suspension of Internet Service, and/or to impose additional fees and charges on Subscriber.

**12. Disclaimer Of Warranties And Other Disclaimers.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ATCC DOES NOT WARRANT THAT THE SERVICES (1) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS OR THE SERVICES WILL MEET YOUR REQUIREMENTS. ATCC DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO CONNECT AT YOUR MODEM'S MAXIMUM CONNECTION SPEED DUE TO ANY LIMITATIONS OF SERVICE. NO ADVICE OR INFORMATION GIVEN BY ACT, ITS AFFILIATES, LICENSEES CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY.

**13. Customer Warranties.** Customer represents and warrants that he/she is at least 18 years of age. You are entitled to have only one connection from a personal account active at any given time. The Services are provided to the site initially selected by you. You may not transfer the Services to another site without ATCC's prior written consent. You agree to use the Services for your personal interests and not professional or business, engage in the sale of goods or services or solicit funds. In the event you violate any of these provisions you may be charged the additional cost you would have incurred if you had secured an ATCC Business account.

**14. Prohibited Uses.** You may not use the Services to provide Internet access to others through your connection, host shell accounts, or provide email or news services to others. ATCC does not support or allow Customer hosting of services such as gaming, web servers or FTP sites.

**15. Suspension and Termination by ATCC.** ATCC reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Services and/or to remove or refuse to post any information or materials, in whole or in part, that it, in its sole discretion deems to be inappropriate regardless of whether such material or its distribution is unlawful. This includes, but is not limited to obscene material, defamatory, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material, which violates the privacy rights or property rights of others. ATCC shall have the right, but not the obligation, to review content on public areas of the Internet Service, in order to determine compliance with this Agreement and the terms of use.

**16. General.** The Agreement is your entire agreement with ATCC and is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement. This agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable franchise agreement between a governmental authority and ATCC. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect. Failure by ATCC to enforce any of its rights hereunder shall not constitute a waiver of any such right. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default. You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations. Nothing contained in this Agreement shall be construed to limit ATCC's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, ATCC and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on ATCC's or its suppliers' servers or systems. We shall have no liability whatsoever as the result of the loss of any such data, names or addresses. We will provide you notice of changes to this Agreement consistent with applicable law.