

your postal mail, e-mail, and all postings on MDM's website at www.mdm.net (or at an alternative website if we so notify you) regularly and to bear the risk of failing to do so.

3. SUBSCRIPTION

You warrant that you are at least 18 years of age and that the Subscriber information that you have provided, and will provide, to MDM during the term of this Agreement, including without limitation, your legal name, address, telephone number(s), and payment data, if applicable (including without limitation, credit card numbers and expiration dates and bank account information) is accurate, complete, and current. You agree to promptly notify MDM, in accordance with the terms and conditions of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement.

You agree that the Service will only be used by you or by any other person, whether authorized by you or not, for lawful purposes and agree that it will not be used for transmitting or receiving any communication or material that in MDM's sole judgment may constitute a crime, give rise to civil liability, or otherwise violate any applicable local, state, or federal law or regulation. You understand that MDM reserves the right to act immediately and without notice to you to terminate or suspend the Service and/or to remove from the Services any information transmitted by you or to you if MDM (i) determines that such use or information does not conform with the requirements set forth in this Agreement; (ii) determines that such use or information interferes with MDM's ability to provide the Services to you or others; (iii) determines that such information or use interferes with the rights of other subscribers; or (iv) reasonably believes that such use or information may violate any law or regulation. You understand that MDM's action or inaction does not constitute review or approval of your or any other user's use or information.

You understand and agree that you will use the Service for residential purposes only and that you are prohibited from reselling the Service or using it for auto-dialing, continuous or extensive calling for telemarketing, fax broadcasting, fax blasting, or other use inconsistent with residential service. You understand that MDM will set limits, in its sole discretion, on the amount and length of time voice mail messages may be saved and that neither MDM nor any of its third party providers will be liable for any lost, erased or non-delivered voice mail messages.

Either you or MDM may cancel or terminate your Service at anytime; however, if you terminate your Service within 12 months of activation, you will be charged, and you agree to pay, a Deactivation Fee of \$39.99 as described herein, and any other early termination charges applicable to your particular plan.

4. MULTIMEDIA TERMINAL ADAPTER ("MTA") AND OTHER CUSTOMER PREMISES EQUIPMENT

a. MTA

As part of the Service, you will be provided an MTA (the "MDM Device"). The MDM Device shall, at all times, remain the property of MDM or its designee. You agree to return the MDM

Device to MDM if your Service is terminated or cancelled by either you or MDM. You agree not to sell, transfer, lease, encumber, or assign all or any part of the MDM Device to any third party. You agree to pay MDM \$100.00 if any MDM Device or part thereof is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, assigned or if for any other reason you fail to return the MDM Device at the end of your Service. You further agree not to tamper with the MDM Device or change its identifier or electronic serial number or address. You acknowledge that the MDM Device is merely a means for MDM to provide you the Service and that MDM may remove or change it at MDM's discretion. You agree not to use the MDM Device for any purpose other than to use the Service in accordance with this Agreement.

b. Customer Premises Equipment ("CPE")

In order to use the Service, you must also provide certain customer premise equipment, such as a telephone handset or equivalent, telephone inside wire and outlets, and a powered electrical outlet. MDM does not provide this equipment as part of the Service. You represent that you either own the CPE or have the right to use it in connection with the Service. MDM shall have no obligation to provide, maintain, or service the CPE.

5. 911 DISCLAIMER AND LIMITATIONS OF 911 TYPE SERVICES

Read the information below regarding 911 dialing carefully. By using the Millennium Voice Service you are agreeing to the various limitations of liability and accepting the limitations of the Service in regards to 911 dialing.

The 911-type service offered by MDM is fundamentally different in several important ways (some, but not necessarily all, of which are described in this Agreement) from traditional wire line 911 emergency access services. MDM's 911-type service is not a replacement to the traditional local wire line 911 services offered over the public switched telecommunications network and wireless 911 services in your local service area. MDM's 911-type service may not be routed in the same manner as traditional 911 emergency calls. MDM and its third party underlying providers **cannot** guarantee the reliability of the 911-type dialing features of your Service. MDM's limited 911-type service is available only on MDM Devices and with MDM Services as described herein. You must properly activate and install your MDM Device and ensure that the information you provide to MDM is accurate. You further agree to inform any other persons who may be present at the physical location where you utilize the Service of the limitations of MDM's 911-type dialing and the non-availability of traditional 911 and E911 dialing from your MDM Device. MDM recommends that you always maintain an alternate means of reaching a 911 operator in case of an emergency.

MDM's 911-type dialing capability is available once you properly connect your MDM Device and receive a dial-tone. MDM's 911-type dialing is only available in MDM's service areas. You acknowledge and understand that neither MDM nor its third party service providers shall have any responsibility or liability for provision of the Service and 911-type access if the Device is moved outside of your Service Address. Your Service Address is the physical address where you receive your primary cable television **and/or** cable modem services from MDM. Your Service Address may or may not be the same as your billing address where you may choose to

receive your bill. You must provide MDM with the correct Service Address in order for your 911-type service to work properly. MDM and its third party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Service Address to MDM.

When you dial 9-1-1 your call may not be routed to the same 911 dispatcher(s) who are designated to receive incoming 911 calls using traditional 911 dialing. MDM relies on third parties for the forwarding of information underlying such routing. **Neither MDM nor its underlying service providers nor their officers or employees may be held liable for any claim, damage, or loss no matter how brought, and you hereby waive any and all such claims or causes of action, arising from or relating to MDM's 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of MDM or its underlying service providers. You agree to indemnify and hold harmless MDM and its third party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct dialing or use procedures, improper use of your MDM Device or Service, or your provision to MDM of incorrect information in connection therewith.**

a. Service Outage, Service Suspension, Power Failure or Disruption

Your 911-type dialing will not function in the event of a power failure or disruption. Should there be an interruption in the power supply for any reason whatsoever, the Service and 911 dialing will not function unless and until power is fully restored. In the event of a power failure you may be required to reset your MDM Device or other MDM equipment prior to utilizing the Service or 911 dialing. Service outages or suspension or termination of service by your broadband provider or any other broadband provider supplying the broadband service to which you connect your MDM Device, and/or ISP or by MDM will prevent **ALL** Service including 911 dialing. You acknowledge and understand that if there is a service outage for **ANY** reason (including but not limited to, suspension of your account or your breach of your service Terms and Conditions) such outage will prevent **ALL** Service, including 911 dialing.

b. Use of TDD or TTY Devices

Your 911-type service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, neither MDM nor MDM's third party providers, hold themselves out as providing or enabling MDM to provide emergency services compatible with any TDD/TTY devices.

c. Dialing Requires Activation

Customer is required to provide an accurate Service Address and other information to MDM upon purchasing the Millennium Voice Service. Customer must connect the MDM Device as described in the User Manual in order for the Millennium Voice Service to function properly. You acknowledge and understand that 911 dialing does not function unless you have successfully configured and connected your MDM Device and Service, **and** provided accurate

and updated information. You acknowledge and understand that you cannot dial 911 from this line unless and until you have confirmation that your MDM Device is operational as described herein and in your User Manual.

d. Failure to Designate the Correct Service Address When Activating 911 Dialing or Moving your Device

Failure to provide your current, updated and correct Service Address and location of your MDM equipment will result in any 911 call you make being misrouted to the incorrect local emergency service provider. MDM's Service is intended to function from your Service Address that **MUST** correspond to the physical address where you receive your primary MDM Cable service and where your MDM Device is physically located. If you have more than one MDM Device at your Service Address and each device has a different number, you must make sure that the Service Address corresponds to each number where your MDM Device is physically located. The fact that you provide a correct Service Address does not mean that such Service Address will be automatically sent or identified by the local 911 answering point when you place a 911 call. **If you dial 911, you must immediately tell the dispatcher your location (or the location of the emergency, if different). You must also not disconnect the line as the dispatcher may not have a phone number to use to call you back and you may be required to redial 9-1-1. If you are unable to speak and describe your location, the emergency dispatcher may not be able to locate you or dispatch emergency personnel to the correct location.** If you move your device to a location other than your primary Service Address, you may not be able to place emergency calls or your calls could be misrouted to the incorrect emergency operator or incorrect emergency service personnel. MDM does **NOT** recommend that you dial emergency access services if you move your MDM Device.

e. Network Congestion, Answering of 911 Calls

There is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made from your Millennium Voice Service as compared to traditional 911 dialing over wire line public telephone networks.

f. Automated Number Identification

The emergency dispatcher or operator may not be able to identify your phone number when you dial 911. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify your phone number in order to call you back if your call is not completed, dropped or disconnected, or if you are unable to speak to tell the emergency dispatcher or operator your phone number and/or if the Service is not operational for any reason.

g. Automated Location Identification

It is not always possible to transmit identification of your Service Address when you dial 9-1-1. Even where it is possible to transmit your Service Address to the 911 dispatcher, if you move your MDM Device, your Service Address and not the actual physical location of your Device (if

different from the Service Address) would be transmitted. MDM does not recommend that you move your MDM Device once connected at your Service Address. **If you dial 911, you must immediately tell the dispatcher your location (or the location of the emergency, if different). You must also not disconnect the line as the dispatcher may not have a phone number to use to call you back and you may be required to redial 9-1-1. If you are unable to speak and describe your location, the emergency dispatcher may not be able to locate you or dispatch emergency personnel to the correct location.** You or anyone using your Millennium Voice Service will need to state the nature of the emergency promptly and clearly, including your location. You acknowledge and understand that emergency operators and emergency personnel will not be able to find your location if the call is not completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

h. Home Security Systems and other Non-voice Communications Equipment

By using the Service and thereby agreeing to the Terms and Conditions of this Millennium Voice User's Agreement you hereby waive any claim against MDM and MDM's third party providers in connection with your Millennium Voice Service and MDM Device, for interference with or disruption of such home security systems and any and all other communications or electronic equipment due to your Millennium Voice Services and MDM Device.

i. Local Number Portability

In the event that you are porting your local telephone number over to MDM the terms and conditions of this paragraph apply. If your Device is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To avoid an interruption in your phone service, it is extremely important that you properly install your MDM Device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by MDM following your completion of the ordering process.

j. Limitation of Liability and Indemnification

You acknowledge and understand that MDM's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless MDM, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to You and/or MDM in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) by, or on behalf of, You or any third party or user of Your Millennium Voice Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of You or any third person or party or user of Your Millennium Voice Service to be able to dial 911, to access emergency service personnel, to access the correct Public Service Answering Point associated with your telephone number, or to correctly route an emergency call if you move your MDM Device outside of your Service Address.

6. CHARGES AND PAYMENT

a. Responsibility for Payment

You agree to be responsible for any and all charges, fees, damages, and costs incurred in connection with your use of Millennium Voice Service. You agree to pay all applicable charges and fees, including but not limited to, long distance charges, international call charges, directory assistance charges, applicable taxes, Regulatory Cost Recovery Fee (defined below), late fees, equipment return or collection fees, activation fees, installation fees, Deactivation fees, and any Early Termination Charges.

b. Failure to Pay

If payment is not received by the due date stated on your invoice, late fees and/or collection charges may be assessed against you and your Service may be suspended, restricted, cancelled, or terminated. Service suspension, restriction, or termination could result in loss of your telephone number associated with the Service. All such charges, including all applicable taxes, are your sole responsibility. You may be required to pay a reconnect fee, activation fee, and/or a security deposit, in addition to all past due charges, before the Service is reconnected.

c. Minutes of Use Rounded up to the Next Full Minute

Any fractional minute of use of the Millennium Voice Service will be rounded up to the next full minute at the end of each call for usage and billing purposes and, if applicable, for calculating minutes in a Minute Package Plan. For example, if the first call lasts 1 minute and 5 seconds and the next call last 3 minutes and 38 seconds, the first call will be counted as 2 minutes and the second call would be counted as 4 minutes, for a total of 6 minutes for usage, plan and billing purposes.

d. Package Minutes and Other Measured Usage

If you have selected a package containing a set number of minutes (“Minute Package Plan”) rather than an unlimited plan, you are required to pay the set package price and, if you use the set number of minutes in a given month, you are obligated to pay the per-minute price for each minute billed thereafter. You understand that at the end of each call, your usage will be rounded up to the next full minute of use for billing purposes and for purposes of counting against your Minute Package Plan. If you have chosen a Minute Package Plan, you have a set number of minutes available for use at the beginning of each month; if you exceed the number of minutes in your package during that month, you will be billed at a per-minute charge for the remainder of the month (“Overage Charges”). If you do not use all of your allowable minutes during a given month, they will expire at the end of the month; unused minutes cannot be carried over to the next month. While your Minute Package Plan is based on the calendar month, your receipt of the bill for Overage Charges will vary based on your billing cycle, which is not on a strict beginning of the month calendar basis. Overage Charges for the month will be billed on either your next monthly billing statement or, in some cases, depending on timing with the billing

cycle, the next billing statement thereafter. Regardless of when the charges are billed, you are responsible for all Overage Charges, in addition to the recurring charge for your Minute Package Plan.

Other per-minute usage charges or usage based charges, including but not limited to, international long distance, directory assistance charges, and long distance charges, may not appear on the next bill received depending on the timing of billing cycles. Such charges may appear on your next monthly billing statement or, in some cases, depending on timing with the billing cycle, the next billing statement thereafter. You are responsible and agree to pay such charges regardless of when they are billed.

e. Regulatory Cost Recovery Fee

The Regulatory Cost Recovery Fee is a charge assessed against Subscribers to help defray the costs incurred by MDM and its third party providers in complying with obligations and charges imposed by state and federal statutes, rules and regulations. It does not represent a government required pass-thru charge.

f. Directory Assistance Calling Charges

Directory Assistance (“DA”) service or 411 Dialing is available using your Millennium Voice Service and is charged based on usage. The charge for a DA or 411 call is \$0.99 per call, which includes three (3) minutes of talk time. If your call lasts more than three (3) minutes, you will also be billed at a rate of \$0.10 per additional minute, rounded up to the next full minute.

g. Operator Assistance (Dial 0) Charges

Operator Assistance service or dialing 0 to reach an operator is available using your Millennium Voice Service and is charged based on usage. The charges for an Operator assisted or dial 0 call is \$0.99 per call, which includes three (3) minutes of talk time. If your call lasts more than three (3) minutes, you will also be billed at a rate of \$0.10 per additional minute, rounded up to the next full minute.

h. Deactivation Fee

You agree to pay a Deactivation Fee in the amount of \$39.99 if you fail to maintain Service for twelve (12) consecutive months after activation. The Deactivation Fee is in addition to any Early Termination charges you may incur under your applicable plan or promotion.

i. Early Termination Charges

If you entered into a term commitment contract and fail to maintain Service for the term commitment to which you agreed, you will be charged an Early Termination Charge equal to \$10.00 per each month left on your commitment at the time your Service is disconnected. Such Early Termination Charges may be waived, at the sole discretion of MDM, and will be waived if

you can demonstrate that you have moved outside of MDM's service area. The Early Termination Charge is in addition to any Deactivation Fee you may incur.

j. Collection Costs

If MDM is required to use a collection agency or attorney to collect moneys owed by you or to assert any other right MDM may have against you, you agree to pay the reasonable costs of collection or other action. These costs include, but are not limited to, any collection agency's fees, reasonable attorney's fees, and arbitration or court costs.

k. Fees Not Considered Interest or Penalties

Any late fees and related fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of MDM's costs resulting from late payments and nonpayments. These costs will be difficult to calculate or to predict at the time such late fees and related fees, charges, and assessments are set, because MDM cannot know in advance (i) whether you will pay for the Service on a timely basis; (ii) if you do pay late, when you will actually pay; and (iii) what costs MDM will incur because of your late payment or nonpayment.

l. Automatic Payment

If automatic payment is made available by MDM, and you choose to use that service, MDM may charge all amounts payable by you to MDM pursuant to this Agreement on either a one-time or a recurring monthly basis to either your bank account or your credit card in accordance with credit card or bank account information you provide to MDM. By providing a credit card or bank account number to MDM when you authorize automatic recurring payments, you authorize MDM to continue charging the credit card or bank account for all monthly fees (including without limitation, monthly service fees, usage-based charges, premium service charges, and equipment charges, as well as applicable taxes and fees) payable to MDM, and any other charges incurred by you and payable to MDM pursuant to this Agreement, until this Agreement is terminated. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month to which the charges relate. You agree to inform MDM immediately of any change in your credit card (including without limitation, a change in expiration date) or bank account information. Your card issuer agreement governs use of the credit card in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If MDM does not receive payment from your credit card issuer or its agents in the case of payments by credit card, or from your bank or its agents in the case of payment by electronic funds transfer, you agree to pay all amounts due upon demand by us. Further, if payment is not received by the original due date stated on your invoice, late fees and/or collection charges may be assessed and the Service may be terminated.

m. Billing Errors/Credit Reports

Subject to applicable law, you must notify MDM of any billing errors or other requests for refund within sixty (60) days of the date on the invoice. You understand that, from time to time, MDM may inadvertently fail to bill you for charges or fees incurred by you in connection with your use of the Service. In such an event, you agree to pay any such charges or fees when billed by MDM, without regard to when those charges or fees were incurred by you.

n. Credit Information

You authorize MDM to make inquiries and to receive information about your credit history with others, enter this information in your file, and disclose this information to credit reporting agencies and similar third parties.

7. CUSTOMER INFORMATION AND PRIVACY

MDM will respect your privacy interests, including your right to limit disclosure of certain information to third parties in the manner described in the Millennium Voice Privacy Notice. This document was delivered to you together with other documents relating to MDM's Millennium Voice Service, and MDM will deliver it to you annually as long as you receive MDM's Service. You acknowledge that you have received MDM's Privacy and CPNI Policies for Telephone Services and that you expressly consent to the terms of those policies. MDM reserves the right to amend its policies from time to time.

8. LOCAL NUMBER PORTABILITY—KEEPING YOUR EXISTING NUMBER

You may be able to use your existing telephone number as your phone number for Millennium Voice Service by transferring the telephone number to your Millennium Voice Service through a process called Local Number Portability ("LNP"). Your number can only work on one service at a time and, accordingly, if you transfer or "port" your number to Millennium Voice Service, it cannot be used simultaneously on any other service. In order to transfer or port your number to Millennium Voice Service, you must authorize MDM as your local, long distance, and international call carrier. The porting process can take two to three weeks to complete, depending on your existing carrier. Until your number is successfully ported, you should not cancel your telephone service with your current provider or you may lose the ability to port your number. You will be notified by MDM when your number has been successfully ported. You understand that, on the date your telephone number is ported from your existing telephone provider, you will no longer be able to receive telephone service on that line. It is thus critical that you have MDM Device and Millennium Voice Service installed as of that date to avoid interruption to your service. Your ported number will be your "Primary Number". LNP may not be available in all areas and MDM makes no guaranty or warranty that you will be able to transfer, port, or retain your existing telephone number.

9. PHONE NUMBER ASSIGNMENT AND VIRTUAL TELEPHONE NUMBERS

If you do not port your existing telephone number, a new phone number will be assigned to you based on your Service Address. The new phone number assigned will be your “Primary Number”. Once the number is assigned to you, you will generally not be able to change numbers except in extraordinary circumstances (*e.g.*, harassment, etc.) as determined by MDM in its sole discretion.

If available, you may also obtain a “virtual” number from an area code that is different from the area code associated with your Service Address. Charges for your virtual telephone number will be billed to you, and you agree to pay all charges. The virtual number may only be used to receive incoming calls; it cannot be used to dial out as dialing out will be under your primary number. MDM cannot guaranty the availability of any specific area code for use as a virtual number. You understand that MDM has no control over how other carriers may charge their customers for calls to your virtual number, and that MDM thus makes no warranty and disclaims any liability as to how callers to the virtual number will be charged by their carriers.

10. NO COLLECT CALLS, 900 OR 976 CALLING

You understand and agree that Millennium Voice Service does not support or provide collect calls, 900/976, or other pay-per-call services.

11. THEFT OF SERVICE, LIMITATIONS OF USE, AND INTELLECTUAL PROPERTY RIGHTS

a. Obligation to Report Theft of Service

You are liable for all use of the Service using your MDM Device and for any and all stolen Service or unauthorized use of the Service. You agree to notify MDM immediately in writing or by calling MDM’s Customer Service line during normal business hours if you become aware at any time that the MDM Device is stolen or that your Service is being stolen or used without your authorization. If you fail to notify MDM in a timely manner, your Service may be terminated without Notice, with additional charges to you.

b. Limitations of Use

The Service and MDM Device, including any firmware or software embedded in the MDM Device or used to provide the Service, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the MDM Device or used to provide the Service. You expressly agree that you will use the MDM Device exclusively in connection with the Service. You shall not reverse, compile, disassemble, or reverse-engineer or otherwise attempt to derive the source code from the binary code of the firmware of software.

If you decide to use the Service through an interface device not provided by MDM, which MDM reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Service, including all software and firmware licenses. You will indemnify and hold harmless MDM against any and all liability arising out of your use of such interface device with the Service.

c. Protection of Intellectual Properties

All MDM's Service information, documents, and materials on MDM's websites are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names of MDM ("intellectual properties") are, and shall remain, the exclusive property of MDM, and nothing in this Agreement shall grant you the right or license to use any of MDM's intellectual properties.

12. TERMINATION, SUSPENSION, AND TRANSFER OF SERVICE

a. Termination of Service by Subscriber

You may terminate this Agreement for any reason at any time by providing notice of termination to MDM by calling MDM's Customer Service. All applicable fees and charges will accrue until the date of termination, including any Deactivation Fees and Early Termination Charges.

b. Suspension or Termination of Service by MDM

MDM may suspend Service or terminate this Agreement for any reason. If MDM suspends Service or terminates this Agreement because you failed to comply in full with any term of this Agreement, MDM may do so at any time upon seven (7) days notice, or upon less than seven (7) days notice or without notice whatsoever where applicable.

c. Obligation Upon Termination of Agreement

You agree that upon termination of this Agreement you will (i) immediately cease use of the Service and the MDM Device; (ii) pay in full all applicable charges; and (iii) return the MDM Device to MDM.

d. Switching to Another Provider

You may transfer your telephone number from MDM to another service provider. In order to do so, you must terminate Service and place the transfer order through your new service provider (and not through MDM). MDM will release your number to your new service provider, provided that (i) your new service provider requests the transfer upon termination of your account; (ii) your new service provider is willing to accept transfer of the telephone number without delay or charge; (iii) you have paid all outstanding charges to MDM; and (iv) transfer of

your existing telephone number to the new service provider will not, in MDM's view, violate applicable law, regulations, processes, and procedures.

13. WARRANTIES

NEITHER MDM, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE MILLENNIUM VOICE SERVICE AND MDM DEVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. **ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED.**

14. LIMITATIONS OF LIABILITY

YOU AGREE THAT MDM AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, SHALL NOT BE LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF THE SERVICE, THE EQUIPMENT FURNISHED BY MDM OR ANY THIRD PARTY INCLUDING ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER OR NOT MDM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE MDM INSTALLER, TECHNICIAN OR CUSTOMER/TECHNICAL SERVICE REPRESENTATIVE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT IN ANY EVENT, MDM'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE SERVICE AND/OR THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD. YOU HEREBY RELEASE MDM FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. MDM IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS AS EXPRESSLY SET FORTH HEREIN.

15. GOVERNING LAW AND JURISDICTION

You agree that any dispute with MDM under this Agreement will be governed by the law of the state having jurisdiction over the area code serving your Primary Number, without regard to any conflicts of law principles. You agree that all for matters other than those addressed in, and subject to, Section 16 ("Mandatory Arbitration Provision"), the courts of such state will have exclusive jurisdiction over any legal action not subject to the Mandatory Arbitration Provision, and you hereby subject yourself to the jurisdiction of such courts. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and

performance, shall be governed by the internal laws of such state applicable to contracts made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

16. MANDATORY ARBITRATION PROVISION

Read carefully: By this provision you are agreeing to forego certain rights, such as a right to trial by jury, in the event of a dispute that cannot be resolved amicably. Unless provide otherwise by applicable law, you and MDM agree that any controversy or claim arising out of this Agreement or the Millennium Voice Service, other than a claim by MDM as to non-payment, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Rules”) and judgment upon the award awarded by the arbitrator may be entered in any court of competent jurisdiction. You agree that the costs of the arbitrator shall be split evenly between you and MDM.

17. ENTIRE AGREEMENT

This Agreement combined with the rates of your particular service plan and any term commitments and early termination charges associated with any promotion for your particular service plan, constitutes the entire agreement and understanding between you and MDM with respect to its subject matter, and supersedes and replaces any and all prior written or oral agreements. Any change to this Agreement is only valid if signed by the President and CEO of MDM or if posted online at www.mdm.net by MDM. 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 the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit MDM’s rights and remedies available at law or in equity. MDM’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 you. This Agreement is freely assignable by MDM to third parties.

18. SURVIVABILITY

All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement. Any other obligations of the parties hereunder shall survive if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.