

Definitions

"Demarcation Point" is the point at which Beyond Communications' network connects to the Inside Wiring of a Subscriber's home and is usually a box on the outside or inside of a Subscriber's home.

"Inside Wiring" is defined as the low voltage wires (for telephone, data, television) that run from the demarcation point to the jacks or outlets inside the Subscriber's home. Inside Wiring also includes the jacks inside the home, switches / connectors, and if applicable, the Structured wiring Box. Inside Wiring does not include: commercial AC wiring (120/240Vrms), any inside wiring transporting a competitor's service, and wiring that connects from the jacks to the telephone, television, computer or other equipment.

"Equipment" is defined as Customer Premise Equipment supplied by Beyond Communications that resides on the customer side of the demarcation point. "Equipment" will include items from the following list as applicable for the Beyond network infrastructure serving your home: Routers, Coax / Ethernet Bridges, Integrated Access Devices, Battery Back Up Units, DSL / Cable Modems, network radios (aka wireless antenna), video receivers and remotes, and satellite antenna including realignments.

Covered Services

Inside Wiring Assurance Plan: Beyond Communications will repair, where structurally possible, Inside Wiring problems at no additional charge for Plan participants. The Plan covers the Inside Wiring and jacks that were existing in your home at the time this agreement was entered into. The Plan covers customary and normal wear and tear. However, if Inside Wiring and jacks are damaged beyond expected normal wear and tear, such repair and replacement costs are the responsibility of the Subscriber.

Equipment Assurance Plan: Beyond Communications will repair or replace the Customer Premise Equipment at no additional charge for Plan participants. The Plan covers Equipment that was in your home at the time this agreement was entered into. This Plan covers customary and normal wear and tear including power-surge related repairs. However, if equipment is damaged beyond expected normal wear and tear, or lost or stolen, such replacement costs are the responsibility of the Subscriber.

Excluded Services and Products

Inside Wiring Assurance Plan does not include structural modifications, wiring from the jack to the telephone, television, computer or other customer owned equipment (e.g., fax machine, answering machine). This Plan does not cover problems caused by willful damage to inside wire or jacks. Damage caused by Acts of God such as fire, windstorm, flood, hurricane, or other similar acts are also excluded. Installation of new wiring and jacks and changes in location of jacks is excluded from the Plan. At the Subscriber's request, new wiring and jacks and relocation of jacks will be performed if structurally possible at Beyond Communications' regular installation rates for Wiring. Any repair to and/or maintenance of your inside wiring or jacks to the extent that after reasonable effort Beyond Communications determines that such repair/maintenance cannot be performed in a safe manner due to the existence of an unsafe condition, or the presence of any environmentally hazardous substance, such as asbestos. Beyond Communications will use wall fish to complete repairs inside walls, but repairs that require structural modifications are excluded from this plan.

The Equipment Assurance Plan does not include repair and maintenance of televisions, personal computers, fax machines, telephones or any other customer owned end user equipment.

Agreement Term

The minimum term of these agreements is 12 months, and will automatically renew for an additional 12 months unless terminated by the subscriber prior to renewal date.

Termination by Beyond Communications

Subject to any applicable laws, Beyond Communications may terminate or change any of the Terms and Conditions of these Agreements, upon thirty (30) days prior written notice to Subscriber, and this notice may be included in Subscriber's monthly bill for services under these Agreements. Beyond Communications reserves the right to suspend or discontinue service under these Agreements if any misuse or abuse of the service occurs. Also Beyond Communications may discontinue service immediately if a hazard on the property exists which would prevent Beyond Communications technicians from performing the work in a safe manner.

Early Termination by Subscriber

Subscriber may discontinue the services provided by the Inside Wiring Plan and/or Equipment Assurance Plan at any time, however the balance of the 12 month term will still be due and payable in full to Beyond Communications, and will be charged on the customer's next bill.

Assignment

The Inside Wiring Assurance Plan is between Beyond Communications and the property owner or renter.

The Equipment Assurance Plan is between the subscriber (who may or may not be the property owner) and Beyond Communications.

Beyond Communications shall have the right to assign this Agreement to any other persons, firm or corporation without notice to Subscriber and shall have the further right to subcontract any maintenance or other services which it may perform.

Trouble Calls

To report a problem that may be related to Subscriber's inside wiring or equipment, Subscriber should contact Beyond Communications' customer service representatives and Beyond Communications will dispatch a technician to the Subscriber's premises to correct the problems associated with Inside Wiring or Equipment. Subscriber authorizes Beyond Communications and its employees, agents, contractors and representatives to enter Subscriber's premises in Subscriber's or Subscriber's representative's presence, in order to respond to Subscriber's call for repair and maintenance of either assurance plan under this Agreement. All such access will occur during normal business hours or by appointment. If Subscriber is not the owner of the Property where Beyond Communications will perform services under this Agreement, Subscriber hereby represents and warrants that Subscriber has obtained all necessary permissions from the owner of the Property and Subscriber will indemnify Beyond Communications from any liability arising from a breach of the representation and warranty.

Beyond Communications' Liability

Beyond Communications shall not be liable for any injuries to persons or property arising out of installations, maintenance or repairs performed in connection with this Agreement nor shall Beyond Communications be liable for any damages that might result from any outage of service, whether or not such outage might have been related either directly or indirectly to any function undertaken by Beyond Communications hereunder, whether performed or not. Neither shall Beyond Communications be liable for any other damages including, without limitation, indirect, incidental, special or consequential damages, arising from the Subscriber's use or inability to use such inside telephone wire, cable wire, internet wire, telephone jacks or cable outlets in Subscriber's home. Except as expressly required by law, Beyond Communications will not be liable for any delay or failure to perform its obligations under this Agreement, if such delay or non-performance arises in connection with any Acts of God, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather, act of any governmental body, or any other cause beyond the reasonable control of Beyond Communications.

Limited Warranty

BEYOND COMMUNICATIONS DISCLAIMS ALL IMPLIED WARRANTIES RELATED TO ITS SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT. THIS DISCLAIMER EXPRESSLY INCLUDES, BUT IS NOT LIMITED TO, DISCLAIMER OF ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BEYOND COMMUNICATIONS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID UNDER THIS AGREEMENT. BEYOND COMMUNICATIONS AND ITS EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF BEYOND COMMUNICATIONS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BEYOND COMMUNICATIONS' LIABILITY FOR DEFECTIVE MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE MATERIAL AND/OR A CORRECTIVE SERVICE VISIT.