

## **GENERAL TERMS AND CONDITIONS FOR RESIDENTIAL SERVICES**

In addition to these Residential General Terms and Conditions of Service ("General Terms"), You ("Subscriber") agree to be bound by the terms of service applicable to the residential Madison service(s) to which You subscribe (hereafter, "Service" or "Services"), as well as the Madison Subscriber Privacy Notice which may each be found at [www.gomadison.com](http://www.gomadison.com), under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these General Terms below and the Service-specific Terms of Service, the Service-specific Terms of Service shall control.

If Madison provides Madison Phone Service in Subscriber's area, it will be provided through the Madison Phone affiliate servicing Subscriber's area under respective state or federal regulations. For purposes of this Agreement, "affiliate" means any subsidiary or affiliate of Madison Communications, Inc., Madison Telephone Company and/or Madison Network Systems, Inc.

Subscriber's signature on the work order and/or acceptance of work presented upon installation of Services and/or Subscriber's use of Services are evidence of Subscriber's agreement to the Terms of Service. Madison may change its prices, fees, the Services, and/or the Terms of Service. Subscriber's continued use of the Services after notice of the change, shall be considered Subscriber's acknowledgement and acceptance of the changes. The current version of the Terms of Service may be found at "[www.gomadison.com](http://www.gomadison.com)" under "Terms of Service/Policies." Subscriber may not modify the General Terms below, the Service-specific Terms of Service, or the Madison Subscriber Privacy Notice by making any typed, handwritten, or any other changes to it for any purpose. This is a binding legal document.

These General Terms and the Terms of Service do not apply to services sold under the Madison Business brand.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 24, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

1. Payment of Charges: Subscriber will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber shall pay all monthly charges and all applicable fees and taxes as listed on the Madison monthly bill.

Subscriber shall notify Madison of disputed items within thirty (30) days of receipt, or longer as required by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Madison Equipment (as defined below), removal of promotional credits, and/or imposition of a late payment or service charge. If the Subscriber has more than one account (business and/or residential) served by Madison, all Madison-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Madison may apply any funds received from Subscriber first to such delinquent account(s). Should Subscriber wish to resume a Service after any suspension, Subscriber may be subject to a reconnection fee. Should Subscriber wish to resume a Service after termination of Service, Madison may charge an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. In the event collection activities are required, an additional collection charge may be imposed.

Subscriber's first bill may include prorated charges for Service received. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Madison will apply that payment to any outstanding charges in the amounts and proportions that it determines.

2. Payment by Check; Non-Sufficient Funds/Returned Items; Third Party Processing; Madison Refund Policy/30-Day Guarantee. If Subscriber makes payment by check, Subscriber authorizes Madison to collect such payment electronically. Subscriber may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompanying checks or other payments accepted by Madison; any of which notations shall have no legal effect. If Subscriber's card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, Subscriber will be charged an insufficient fund charge (as set forth in the applicable Video, Voice, or Internet Service rate card for Subscriber's area) for each instance in which such payment is refused. Subscriber hereby authorizes Madison to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition, Subscriber's Service may be suspended and/or terminated. This fee is in addition to any charges Subscriber's financial institution may assess. If initially rejected, Madison may make additional multiple attempts to execute the payment for up to thirty (30) days following the initial refusal.

Customer shall be responsible for any payment processing fees incurred when using a third party to process Customer's payments to Madison.

New Subscribers (those who have not been Madison customers for 90 days prior to subscription) qualify to have all levels of subscription Service refunded/credited if not fully satisfied with the service. Current Subscribers adding a new level of subscription Service qualify to receive a refund/credit only on those newly added Services not received within the previous 90 days. Such refund is valid for customers who pay for their first month of new or upgraded monthly recurring subscription Services. Pay-Per-View and other non-recurring subscription purchases are not refundable in addition to any installation fees that may apply. Subscriber is limited to one refund or credit per household for a maximum of 30 days of Service. Refunds/credits will be given only when request for cancellation of Service is received by Madison within 45 days of installation of Service (30 days subscribing to the Service, plus 15 day grace period for formal request of refund/credit). Any equipment associated with the new subscription must be returned prior to release of refund/credit. Any state taxes, franchise fees and other fees or charges that may apply are the responsibility of the Subscriber and will not be refunded or credited. Other restrictions per any offer apply.

3. Madison Property: All Madison-provided equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Madison ("Equipment") remains the property of Madison. None of the Equipment shall become a fixture. Madison Equipment is intended to service and reside at the specific Service location and is not to be used or relocated off premises without Madison authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Madison's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.

4. Disruption of Service: All Madison Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Madison be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Madison's reasonable control. Subject to applicable law, Madison may give credit with respect to Subscriber's recurring monthly subscription fee for qualifying outages of Madison Services.

5. Madison Equipment: Madison will repair and/or replace defective Equipment, if any, as long as such damage was not caused by misuse or other improper operations or handling by Subscriber. Madison shall have the right to presume misuse or other improper operations or handling by Subscriber in the event Subscriber requests repair or replacement more than twice in any twelve (12) month period, or more than three times in any twenty-four (24) month period, and shall have no obligation to fulfill any such repair or replacement. Madison is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to telephones, computers, modems, televisions, or any other related Subscriber-provided equipment. A service charge may be imposed upon the dispatch of a technician if there is damage to Madison Equipment due to negligent use or abuse or if no fault is discovered in Madison's system or Equipment. Madison makes no warranties, with respect to Equipment or Service

provided by Madison or with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT IS PROVIDED "AS IS", AND MADISON HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE.

MADISON SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND/OR FUNCTIONALITY OF ITS EQUIPMENT.

Madison's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by Subscriber's use or deployment of Madison Equipment, shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

6. **Subscriber Property:** Madison assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Madison is not responsible or liable for any loss or impairment of Madison's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.

Notwithstanding anything to the contrary, Subscriber agrees to allow Madison and our agents the right (A) to install hardware in, (B) send software downloads to, and (C) install, configure, maintain, inspect or upgrade Subscriber-provided equipment to the extent necessary to provide Service. Subscriber warrants that Subscriber is either the owner of such equipment or that Subscriber has the authority to give Madison access to it.

7. **Taxes/Fees:** Subscriber agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same (including franchise fees).

With respect to applicable government imposed fees and taxes, including franchise fees. Madison may assess the Subscriber for Franchise Fees resulting from an audit by the applicable franchising authority for up to 24 months, retroactively, from the time those fees are assessed.

8. **Care of Madison Property and Service:** Subscriber agrees that neither Subscriber nor any other person (except Madison's authorized personnel) will: (A) open, tamper with, service, or make any alterations to the Equipment; nor (B) remove or relocate any Equipment from the service address of initial installation. Any alteration, tampering, removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations, constitutes theft of service and is prohibited. Notwithstanding the foregoing, upon receipt of a request by Subscriber, Madison shall relocate the Madison Equipment for Subscriber within Subscriber's home at a time mutually agreed to by Madison and Subscriber. Subscriber may incur a charge for such relocation and should consult a current Madison schedule of rates and charges prior to requesting such relocation. If the Subscriber moves residences outside of Madison's service area, Subscriber shall notify Madison that this Agreement shall be terminated and the provisions of Section 12 shall apply to such termination.

9. **Access to Subscriber Premises:** Subscriber authorizes Madison and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. Madison's failure to remove its Equipment shall not be deemed an abandonment thereof. If the installation and maintenance of Service are requested at Premises that, in Madison's sole discretion, are or may become hazardous or dangerous to our employees, the public or property, Madison may refuse to install and maintain such Service.

10. Recording of Communications: Customer acknowledges and agrees that all communications between Customer and Madison may be recorded or monitored by Madison for quality assurance or other purposes.

11. Assignment or Transfer: This Agreement and the Services and/or Equipment supplied by Madison are not assignable or otherwise transferable by Subscriber, without specific written authorization from Madison.

12. Termination and Expiration:

a. Termination by Subscriber: Unless otherwise terminated or under other contractual arrangements, this Agreement shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring service, Subscribers must call 888-422-4848, or provide a hardcopy written notice of termination to Madison delivered to 21668 Double Arch Road, Staunton, IL 62088.

b. Termination for Bankruptcy: Madison shall have the right to terminate this Agreement immediately in the event that Subscriber makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.

c. Termination for Breach: In the event of any breach of this Agreement by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Madison, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using any Madison Service, this Agreement may, at Madison's option, be terminated and Madison's Equipment removed. Failure of Madison to remove such Equipment shall not be deemed abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Madison in the event that Madison shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under this Agreement. Madison may terminate this Agreement or Madison may reject an application or block access to or use of any component of any Madison Service for any reason including, but not limited to, if:

i. Subscriber violated this Agreement as to this or another Madison account;

ii. the information required in the application process is or becomes incorrect, absent or incomplete;

iii. Subscriber threatened or harassed any Madison employee, agent, contractor or representative;

iv. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate Madison;

v. there is a violation of the Terms of Service or other agreements (such as Term Agreements) with respect to any Madison Service, as determined in the sole discretion of Madison; or

vi. the amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of Madison.

Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), Madison shall have no liability to Subscriber.

d. Obligations Upon Termination: The Subscriber agrees that upon termination of this Agreement:

i. Subject to 12.a, Subscriber will pay Madison in full for Subscriber's use of the Equipment and the Services, as applicable, up to the later of the effective date of termination of this Agreement, the date on which the Madison Service has been disconnected, or the date on which the Equipment is returned to Madison. The Subscriber agrees to pay Madison on a pro-rated basis for any use by the Subscriber of any Madison Service for a part of a month;

ii. Subscriber will promptly return all Equipment to Madison. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of this Agreement in addition to Equipment charges contemplated in Section 12.d, Subscriber shall be liable to Madison in accordance with Madison's then current schedule of charges for non-returned Equipment.

e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Madison Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal.

13. Security Deposit: Any security deposit required of Subscriber for the Equipment or Madison's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within ninety (90) sixty (60) days of termination of Madison's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Madison Equipment undamaged. Interest will be paid on all deposits held by Madison. The interest rate shall equal the rate set from time to time by the Illinois Commerce Commission. Simple interest will be computed from the date of payment of the deposit, and will be credited annually upon the account of the Subscriber until discontinuance of service, or upon return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Subscriber.

Subscribers who are unable or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make a security deposit in advance. The security deposit may be equal to the applicable installation charge and up to two months of recurring charges, excluding taxes, fees and surcharges. Madison reserves the right to refuse service if the Subscriber fails to fulfill standard credit requirements. After service has been established, the Subscriber will be responsible for the payment of all applicable charges, including taxes, fees and surcharges to avoid discontinuance of service.

14. Content and Services: All services are subject to change in accordance with applicable law.

15. Rates: All rates are subject to change in accordance with applicable law.

16. Late Fee: If Subscriber's account is not paid by payment due date, a reminder message will be sent to Subscriber. If Subscriber's past due balance remains unpaid, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at Madison's then current rate. If Subscriber's account remains unpaid Subscriber's Services may be disconnected. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest credit service charges, finance charges or penalties. Madison expects that Subscriber will pay for Services on a timely basis, and Madison does not extend credit to customers.

17. Cost of Collections: If Madison uses a collection agency or attorney to collect money Subscriber owes it or to assert any other right which it may have against Subscriber, Subscriber agrees to pay the reasonable costs of collection or other action. These costs might include, but are not limited, the costs of a collection agency, reasonable attorney's fees and court costs. If there are billing errors or other request for credit, Subscriber can contact Madison's Customer Service Center by telephone or in writing. Subscriber must contact Madison within sixty (60) days of receipt of the billing statement for which Subscriber is seeking corrections. Failure to timely notify Madison of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for Service must be made directly by Subscriber to Madison. Madison shall have no obligation to provide Services for which payment is made by Subscriber to a third party.

18. Documented Written, Verbal or Electronic Term Agreements: If Subscriber agreed to a Term Agreement for any Services and Subscriber's account is past due for any amounts owed to Madison, at its option, Madison may suspend any or all Service until payment is received and/or converts Term Agreement to a monthly subscription. If Madison converts Subscriber's Term Agreement to a monthly subscription, it will first apply the amount Subscriber paid for Term Agreement to any past due amounts

and then any remaining amounts to future obligations. If Madison elects to offset the amount paid for the remaining portion of a Term Agreement against amounts past due, Subscriber agrees to pay, in addition to all other applicable fees, the Early Termination Fee set forth for each month and partial month that the Term Agreement Services were previously received.

If Subscriber agrees to a Term Agreement for any services, and once Madison has made these services available, Subscriber shall agree to a mutual installation date within 90 days of services being made available per the Term Agreement. If subscriber fails to install services as agreed upon, Madison may initiate billing for any applicable service charges or fees as stipulated in the Term Agreement.

19. Disclaimer: Madison assumes no liability for any program, services, content or information distributed on or through the Services and Madison expressly disclaims any responsibility or liability for Subscriber's use thereof. Further, Madison shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

20. Right to Make Credit Inquiries: Subscriber authorizes Madison to make inquiries and to receive information about Subscriber's credit experiences, including Subscriber's credit report, from others, to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.

21. Madison's Reservation of Rights: Madison reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, Madison will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and Madison will provide any prior notice of suspension or termination that is required by law.

22. LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION APPLY TO ANY ACTS, OMISSIONS AND NEGLIGENCE OF MADISON AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES).

UNDER NO CIRCUMSTANCES SHALL MADISON BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD-PARTY SERVICE PROVIDERS, AGENTS OR SUBCONTRACTORS OF MADISON, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. MADISON'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY MADISON OF ANY OBLIGATION MADISON MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY MADISON. IN NO EVENT SHALL MADISON'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

23. Privacy Policy. Madison will provide Subscriber with a copy of its customer privacy policy at the time Madison provides Service to Subscriber, and annually afterwards, or as otherwise required by law. Subscriber can view the most current version of our privacy notice by going to "[www.gomadison.com](http://www.gomadison.com), and then "Your Privacy Rights." Subscriber assumes sole responsibility for all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. To the extent that Madison is expressly required to do so by applicable law, Madison will provide notice to Subscriber of a breach of the security of certain personally identifiable information about Subscriber. Subscriber agrees that Madison may collect and disclose information concerning Subscriber and Subscriber's use of Service in the manner and for the purposes set forth herein and in Madison's privacy policy. In order to protect the privacy of Subscriber's account information, Madison may require that Subscriber use a security code or other method, in addition to the user name and password, to confirm Subscriber's identity when

requesting or otherwise accessing account information or making changes to Subscriber's Service through Madison's customer service representatives. Subscriber may also choose to designate an authorized user of Subscriber's account (an "Authorized User"), who will be able to access Subscriber's account information and make changes to Subscriber's account. Once established, an Authorized User may be required to authenticate his/her identity in the same manner according to Madison's policies.

24. ARBITRATION. The following provisions are important with respect to the Agreement between Subscriber and Madison regarding Madison's Services.

PLEASE READ THEM CAREFULLY TO ENSURE THAT SUBSCRIBER UNDERSTANDS EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Subscriber in the event of a dispute.

Subject to the "Exclusions" paragraph below, Madison and Subscriber agrees to arbitrate disputes and claims arising out of or relating to this Agreement, the Services or marketing of the Services Subscriber has received from Madison. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

THIS AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Madison should be addressed to: Madison Attn: Arbitration Department, 21668 Double Arch Road, PO Box 29, Staunton, IL 62088 ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, Subscriber or Madison may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Agreement.

The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at "[www.adr.org](http://www.adr.org)," by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

MADISON SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES FOR CLAIMS OF UP TO \$75,000. SUBSCRIBER IS RESPONSIBLE FOR ALL OTHER ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED OF MADISON UNDER APPLICABLE LAW.

If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules.

SUBSCRIBER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND MADISON ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY

Unless Madison and Subscriber agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the county (or parish) of Subscriber's billing address.

The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

The parties agree that the arbitrator must give effect to the terms of this Agreement.

SUBSCRIBER AND MADISON AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN SUBSCRIBER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Furthermore, unless both Subscriber and Madison agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

Right to Opt Out. If Subscriber does not wish to be bound by these arbitration provisions, Subscriber must notify Madison in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Subscriber is an existing customer, or (b) the date that Subscriber first subscribes to the Service(s). Subscriber may opt out by mail to the Arbitration Notice Address. Subscriber's written notification to Madison must include Subscriber's name, address, and Madison account number as well as a clear statement that Subscriber does not wish to resolve disputes with Madison through arbitration. Subscriber's decision to opt out of this arbitration provision will have no adverse effect on Subscriber's relationship with Madison or the delivery of Services to Subscriber by Madison.

Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

EXCLUSIONS. SUBSCRIBER AND MADISON AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

(1) ANY INDIVIDUAL ACTION BROUGHT BY SUBSCRIBER OR BY MADISON ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.

(2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.



The foregoing arbitration provisions shall survive the termination of this Agreement.

25. Entire Agreement: These Terms and Conditions (including the Terms of Service) constitute the entire agreement between the Subscriber and Madison. No undertaking, representation or warranty made by an agent or representative of Madison in connection with the sale, installation, maintenance or removal of Madison's Services or Equipment shall be binding on Madison except as expressly included herein. Subscriber agrees that, if any portion of this Agreement is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and if severed or rendered null and void thereby, the remaining portions will remain in full force and effect. If Madison fails to insist upon or enforce strict performance of any provision of this Agreement, it does not thereby waive any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

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