



Insight Cable Commercial Business
Acceptable Use Policy and Service Terms ("AUP")

Insight has adopted the following Acceptable Use Policy and Service Terms ("AUP") to outline the proper usage of Insight commercial cable services (the "Commercial Cable Service"), which includes any related equipment (the "Equipment") or services provided by Insight and/or through the Commercial Cable Service, governing Business Customer's use of the Commercial Cable Service. These policies and use restrictions are in addition to requirements contained in the Commercial Services Agreement (the "Commercial Agreement") and any other applicable Insight terms of service or policies. Terms provided in this AUP that are not defined herein shall have the same meaning as provided in the Commercial Agreement. In the event of a conflict between the terms in the AUP, the Commercial Agreement or other Insight policies, the terms of this AUP will govern.

UPDATES TO THIS AUP

Insight reserves the right to update or revise this AUP from time to time without notice. Any such update shall be effective upon the online posting of the revised AUP at www.insightbusiness.com (or any successor URL(s)) or otherwise making the revised AUP available for access by the Business Customer. Business Customer is responsible for ensuring that all of its authorized users and/or any others who may have access to the Commercial Cable Services and/or Insight's system through Business Customer's Commercial Cable Service account ("Users") have access to the limitations contained in this AUP, including any updates, prior to any Commercial Cable Service usage. The continued use of Commercial Cable Services following any update to this AUP evidences an agreement to be bound by the amended AUP. If you do not agree to comply with this AUP or any other Insight policies, you must immediately stop use of the Commercial Cable Services and notify Insight.

INSIGHT CABLE PRIVACY POLICY

When you sign-up for, register or use Insight Commercial Cable Service, we collect certain information to conduct our daily business with you. We protect this information in accordance with our policies set forth in the **Insight Communications Cable Subscriber Privacy Notice**. Please [click here](#) to view this Privacy Policy.

USAGE RESPONSIBILITY

All businesses and commercial establishments that subscribe to the Commercial Cable Service ("Business Customer(s)") and Users are required to comply with this AUP. Business Customers are responsible and liable for any failure by any Users to comply with the restrictions and limitations contained in this AUP, and any other applicable Insight policies. Business Customers are also responsible for, and bear all risks associated with, any User access to the Commercial Cable Services, any usage or transmissions occurring through the Business Customer's Commercial Cable Service account, and for maintaining the security of the Commercial Cable Services and any devices connected to such Commercial Cable Services on or through Business Customer's Premises, including any materials, content or other information stored, transmitted, accessed or shared through such devices or equipment.

RESTRICTIONS

(a) Business Customer agrees that it shall not charge its patrons an admission charge or any other entrance fee to the Premises to watch a program or event of any kind provided by Insight through the Commercial Cable Service; (b) Business Customer will not delay, alter or otherwise try to change the programming provided pursuant to the Commercial Cable Service. Business Customer will not, and will ensure that its Users, patrons, guests, and/or its employees, servants or agents do not copy or tape any of the programming being delivered by Insight hereunder. Business Customer further agrees that neither Business Customer nor its Users, patrons, guests, employees, servants, or agents (except for Insight's authorized personnel) will open, tamper with the Commercial Cable Service or Equipment, make any alterations to or remove from its point of installation the wires, cables, or any other Equipment supplied to, delivered, installed, or used by Insight in connection with the provision of its Commercial Cable Service. Any alteration, tampering, removal, etc. or the use of Equipment which permits the receipt of unauthorized Commercial Cable Services and/or the receipt of Commercial Cable Services to an unauthorized outlet(s) constitutes theft of service and is prohibited; and (c) nothing in this AUP shall entitle the Business Customer or Premises to receive or exhibit any available premium or pay channel service or pay-per-view event periodically offered by Insight without prior written permission of Insight. Unauthorized reception or exhibition of such events is a violation of law.

MUSIC RIGHTS FEES.

In connection with its Commercial Cable Services, Insight agrees to provide to the Premises for the benefit of the Business Customer, as the viewer, those music rights that it has received from its applicable programming affiliation agreements for licenses which may be required by the American Society of Composers, Authors, & Publishers (“ASCAP”), Broadcast Music, Inc. (“BMI”), and SESAC, Inc, or their respective successors and any other entity, person, or governmental authority from which a license is (or which Insight may designate as being) necessary or appropriate in connection with the provision of the Commercial Cable Service(s) so long as Business Customer is not in default of this Agreement. With respect to the forgoing rights, the Business Customer shall have no right whatsoever to, or authorize or permit any other person to, (i) charge a cover charge or admission fee to the Premises at the time the Commercial Cable Service(s) (or any part thereof) is being or is to be performed therein; (ii) permit dancing, skating, or other similar forms of entertainment or physical activity in conjunction with the performance of the Commercial Cable Service(s) (or any part thereof) unless Business Customer can demonstrate to the reasonable satisfaction of Insight that Business Customer or a third party has obtained a then current music license permitting such activity; and/or (iii) insert any commercial announcements, except that public address commercial announcements may be made concerning goods or services sold or offered to the public at the Premises provided that no compensation (whether in money or in any other form) is paid by any person or entity, directly or indirectly, for such announcements unless pursuant to a separate written agreement which permits storecasting or adcasting. Any increase in music rights fees which Insight becomes obligated to pay on behalf of Business Customer after the acceptance of this AUP shall be paid by Business Customer and the recurring charges will be adjusted to reflect the increase; provided, however, Insight’s payment as outlined therein does not cover any additional music licensing copyright costs which Business Customer may be responsible for securing, including, but not limited to, additional music licenses, or paying required fees payable to copyright owners or licensing societies for music performed in video services unless such services are shown on a single receiving apparatus of a kind commonly used in private homes, (i.e., a single standard size television set). As material to this Agreement, Business Customer hereby represents and warrants that Business Customer has or will secure any and all rights and/or licenses necessary to use and/or perform any music distributed by Insight hereunder to the extent such use and/or performance may be beyond the scope of the rights and limitations described above.

CUSTOMER’S SECURITY OBLIGATIONS

Business Customer must take steps to prevent others from obtaining unauthorized access to, or use of, the Business Customer’s Commercial Cable Services by prohibiting unauthorized access or usage of the Commercial Cable Services and Business Customer’s equipment or devices used to connect to the Commercial Cable Service.

PROHIBITED USE AND ACTIVITY

Business Customers and Users are expressly prohibited from accessing or using the Commercial Cable Services in violation of any Prohibited Use. Prohibited Uses include, but are not limited to, using the Commercial Services or any related Equipment or connected devices to engage in any activity that:

- i. **Resells or distributes the Commercial Cable Service in violation of your Service plan.** The resale of the Commercial Cable Service, charging others to use the Commercial Cable Service, distributing or redistributing the Commercial Cable Service, or otherwise making the Commercial Cable Service available to anyone other than the account holder outside the Premises through either intentional actions or failure to implement and maintain proper security in a manner that violates the Commercial Services Agreement and your applicable Insight Service plan is prohibited. Business/Commercial Service is intended and may only be used by the Business Customer within the business Premises, unless otherwise authorized by written agreement with Insight.
- iii. **Provides unauthorized services to others outside the Premises.** The running of facilities or other equipment from the Premises that provides the Commercial Cable Service to others or provides the Commercial Cable Service outside your authorized service Premises.
- iv. **Tampers with the Insight Commercial Cable Service features or Insight Equipment.** Modifying or tampering with the Insight Commercial Cable Services or Insight Equipment, or permitting any unauthorized person to service, modify or tamper with Insight Commercial Cable Services or Equipment, without written authorization by Insight. The connection of Insight Equipment to any television set outside the authorized Premises is also prohibited.
- v. **Violates the policies of other third parties.** Any policies set forth by another service or content provider or other third parties accessed through the Commercial Cable Service must be strictly adhered to.
- vi. **Enables unauthorized Commercial Cable Service connections.** The connection of multiple television sets or devices behind the cable that in any manner would result in a violation of the terms of this AUP or an applicable

Service plan.

CONSEQUENCES FOR AUP VIOLATIONS

Failure to comply with this AUP could lead to the suspension or termination of the Business Customer's account, in addition to any other remedies available to Insight. Some additional remedies may include, but are not limited to, the recovery of costs, fees or expenses associated with (i) investigation into AUP violations; (ii) response to complaints, subpoenas or other legal process; (iii) breach or system recovery; (iv) migrating Business Customer to a higher Commercial Cable Service level; (v) disconnection and/or removal of Commercial Cable Services; or (vi) any other activity Insight may undertake due to an AUP violation. Insight has the sole discretion and right to determine if certain conduct violates this AUP.

Insight reserves the right to investigate suspected violation of this AUP. Insight may also cooperate with legal authorities and/or third parties in such investigation or of any suspected or alleged crime or illegal activity. You agree to cooperate with any reasonable investigation into suspected violations of this AUP or illegal activity.

Any unauthorized access or usage of the Commercial Cable Services or any violation of this AUP relieves Insight of any obligations it may have to the Business Customer. Insight prefers to advise Business Customers of any suspected AUP violations. However, depending on the suspected violation or activity, Insight reserves the right to act immediately and without Business Customer notice to comply with legal process or to prevent, impede or stop the violation or activity to protect the Commercial Cable Services, Insight's network and/or other persons or entity. Neither Insight nor its affiliates will have any liability for taking such responsive action.

VIOLATION REPORTING

Any complaints involving a violation of this AUP should be promptly reported to Insight. The complaint should include valid contact information and information that would assist Insight in identifying, investigating and resolving the complaint.

USAGE AND CONTENT DISCLAIMER

Insight has no obligation to monitor the Commercial Cable Services and/or its system for authorized access and usage. We also do not exercise editorial control over any content occurring via the Business Customer's Commercial Cable Services. Insight disclaims all responsibility and liability for any access or use of the Commercial Cable Services or any violation of this AUP, including any liability to a person or party due to any other person or party's violation of this AUP.

INDEMNIFICATION

In addition to any indemnification provided in the Commercial Agreement and any related terms of service, Business Customer agrees to indemnify, defend and hold harmless Insight, as defined in the Commercial Agreement, and its affiliates against all claims, demands, costs, expenses and fees (including reasonable attorney fees and any costs or fees for investigation of such claims or demands) resulting from (i) a Business Customer and/or User engaging in any of the Prohibited Uses or other violation of this AUP, (ii) a third party's violation of this AUP when the violation occurs through the Business Customer's account or through devices or equipment on the Business Customer's Premises, (iii) violation by Business Customer or Users of any other Insight policies related to the Commercial Cable Services, or any other third party policies. This indemnification will survive following termination of the Commercial Agreement with the Business Customer.

NO WAIVER

The failure of Insight to enforce any provision in this AUP shall not be construed as a waiver of the right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as close as possible, and all remaining provisions will remain in full force and effect.

DISPUTE RESOLUTION. In the event that a legal dispute arises concerning the Commercial Agreement, please be aware that these rules apply:

(a) Arbitration for Resolution of Disputes. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

(b) Binding Arbitration. The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. The FAA, not state law, shall govern the arbitrability of all disputes between Insight regarding this AUP, the Commercial Cable Service. You have the right to take any dispute that qualifies to small claims court rather than arbitration. However, all other disputes arising out of or related to this AUP (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration, unless provided otherwise in this AUP. This includes any dispute based on any product, service or advertising having a connection with this AUP and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect. The provisions of this section shall survive termination, amendment or expiration of this Agreement.

(c) The Arbitrator. A single arbitrator will be selected in accordance with the rules of the American Arbitration Association (the "AAA"). The arbitration will be conducted under the applicable procedures and rules of the AAA that are in effect on the date the arbitration is filed unless this Section is inconsistent with those procedures and rules, in which case, this Section will prevail. These procedures and rules may limit the amount of discovery available to Business Customer or Insight. The arbitrator will apply applicable statutes of limitation, will honor claims of privilege recognized by law, and will take reasonable steps to protect customer account information and other confidential or proprietary information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by Business Customer or Insight. The arbitrator will make any award in writing, but need not provide a statement of reasons unless requested by a party. Upon a request by Business Customer or Insight, the arbitrator will provide a brief statement of the reasons for the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

(d) Amount of Dispute. The arbitration of any dispute involving \$10,000 or less shall be conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. The AAA's Commercial Arbitration Rules and fee schedules will apply to any disputes in excess of \$10,000. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

(e) No Class Action or Consolidated Proceedings. NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED. Business Customer understands and acknowledges that by consenting to submit claims to arbitration pursuant to this Agreement, Business Customer may be forfeiting his or her right to share in any class action awards. This Section will not apply to any individual claims filed by Business Customer in a lawsuit prior to the effective date of this AUP, nor to the claims of a class certified prior to the effective date of this Agreement. This Section will apply to all other claims, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the claims are based occurred or existed before the effective date of this Agreement.

(f) Limitation of Available Damages. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE NOT EXPRESSLY AUTHORIZED BY THIS AUP AND SUPPORTED BY ADMISSIBLE EVIDENCE, AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND INSIGHT BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AUP. NOTHING IN THIS AUP LIMITS THE ARBITRATOR'S AUTHORITY TO AWARD DAMAGES THAT ARE THE DIRECT RESULT OF INSIGHT'S WILLFUL MISCONDUCT. Notwithstanding the limitations set forth in this subsection, should it become necessary to resort to court proceedings to enforce a party's compliance with the dispute resolution and arbitration process set forth herein, and the court directs, orders or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorneys' fees, incurred by the party requesting such enforcement shall be reimbursed by the non-complying party to the requesting party. This Section does not prevent either party from seeking interim injunctive relief from a court in order to preserve the status quo or to protect assets until the arbitration has been commenced and the arbitrator has an opportunity to consider the matter of interim relief.

(g) Arbitration Information and Filing Procedures. Before Business Customer submits a dispute to arbitration or to small claims court, the Business Customer must first contact our customer account representatives at the customer service

number on your Insight bill for the Insight Cable Service and give us an opportunity to resolve the dispute. Similarly, before Insight takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Insight is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 335 Madison Avenue, 10th Floor, New York, NY 10017 and request arbitration of the dispute. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at <http://www.adr.org/>. The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Any arbitration shall remain confidential. Neither you nor Insight may disclose the existence, content or results of any arbitration or award, except as may be required by law, to confirm and enforce an award, or to the party's attorneys and/or accountants.

(h) Fees and Expenses of Arbitration. Business Customer must pay the applicable AAA filing fee when submitting a written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules. If you elect an arbitration process other than a document (or "desk") arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party may, however, seek to recover the AAA's fees and the expenses of the arbitrator from the other party.

(i) Limitation of Claims. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AUP MUST BE BROUGHT WITHIN TWO YEARS AFTER THE DATE THE BASIS FOR THE CLAIM OR DISPUTE FIRST ARISES.

(j) Governing Law. NEW YORK LAW (EXCLUDING ITS CHOICE OF LAW RULES) WILL APPLY TO THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT.

(k) Authorized Claims. Insight and third parties who contribute to the Insight Cable Service may bring claims against you for violations of this Agreement.

(l) Controlling Text. The words of this Agreement, not the conduct between us or any trade practice, will control what the Agreement means.

(m) Enforcement of the Agreement. Insight's decision not to enforce a particular provision of this AUP does not mean that we waive the right to enforce it. We will only waive such a right in writing.

September, 2006