



## MINIMUM TERM PLAN ADDITIONAL TERMS AND CONDITIONS

**This document contains important Terms and Conditions regarding your rights and obligations. These Terms and Conditions are in addition to our standard residential service Terms and Conditions that apply to our Cable, Internet and Phone services. It includes terms that impose early termination fees.**

- 1. Minimum Term Service Plan; General Terms.** ANNE ARUNDEL BROADBAND may offer (the "Offer") to certain qualified residential customers who have no outstanding balances owed to ANNE ARUNDEL BROADBAND and are located in certain of its service areas a Minimum Term Plan for certain of its services and/or equipment. These Terms and Conditions (the "Terms") set forth the terms and conditions covering the ANNE ARUNDEL BROADBAND Cable and/or Internet services and equipment (the "ANNE ARUNDEL BROADBAND Services") you ordered and/or subscribed to under a Minimum Term Plan. As part of the Minimum Term Plan, you agree to be bound by: (i) these Terms; (ii) any applicable Minimum Plan Service Order terms and eligibility criteria; and (iii) the Other Service Terms (described below). The specific ANNE ARUNDEL BROADBAND Services included in your account and covered by these Terms are determined by the order you placed with ANNE ARUNDEL BROADBAND (the "Minimum Term Plan Service Order") and such services and/or equipment will be identified on your ANNE ARUNDEL BROADBAND billing statement by referring to the package name (such as "Loyalty Annual Plan," "Choice Agreement Plan," "Choice Bundle Minimum Term," "Minimum Term Plan Discount" or "Minimum Term Plan"). Not all ANNE ARUNDEL BROADBAND Services are available under a Minimum Term Plan. Only the services and/or equipment designated as Minimum Term plan services and equipment on your billing statement will be covered by these Terms and you agree to review the first billing statement you receive after placing your Minimum Term Plan Service Order carefully and to bring any discrepancies to ANNE ARUNDEL BROADBAND 's attention within the first thirty (30) days after we install services or activate your agreement or seven (7) days after receipt of your first billing statement denoting the Minimum Term plan services and equipment, whichever is later, by calling ANNE ARUNDEL BROADBAND. If you do not timely object to the designation of your Minimum Term plan services and equipment on your first billing statement, you agree that such designation is accurate. We refer to the operating company subsidiary of ANNE ARUNDEL BROADBAND that owns and/or operates the cable television system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides service in your area as "ANNE ARUNDEL BROADBAND," "us," "our" or "we" and you as the "Customer," "your" or "you."
- 2. Acceptance of Terms.** Except as otherwise provided in these Terms, during the Minimum Term Plan, ANNE ARUNDEL BROADBAND will only increase your monthly recurring charge for the ANNE ARUNDEL BROADBAND Services that you have subscribed to that are part of the Minimum Term Plan in accordance with your agreed upon pricing terms (the "Price Guaranty"). For example, if ANNE ARUNDEL BROADBAND has guaranteed that your pricing will not increase during the first three (3) months of the Minimum Term Plan term, your price will not increase until after the third month of the Minimum Term Plan term. To receive the Price Guaranty benefits described in this Section, you MUST accept and agree to these Terms, the Minimum Term Plan Service Order and the Other Service Terms by doing one of the following: (1) verbally confirming to ANNE ARUNDEL BROADBAND or its agent acting on ANNE ARUNDEL BROADBAND 's behalf your acceptance of and agreement to the Minimum Term Plan Service Order and these Terms; (2) activating any ANNE ARUNDEL BROADBAND Service(s) through a method provided by ANNE ARUNDEL BROADBAND ; (3) using or paying for any ANNE ARUNDEL BROADBAND Service(s); or (4) otherwise accepting the Terms of the Minimum Term

Plan electronically or physically in accordance with the instructions provided by ANNE ARUNDEL BROADBAND . If you do not accept these Terms, you will NOT receive the Price Guaranty benefits and you will be responsible for paying ANNE ARUNDEL BROADBAND 's regular month-to-month, non-promotional rates for all ANNE ARUNDEL BROADBAND Services you receive, including any rate increases on those Services.

3. **Services and Fees Not covered under Price Guaranty.** The Price Guaranty provided by these Terms for Minimum Term Plan Service Orders does not apply to the following fees and charges, which may increase or decrease during the Minimum Term Plan: (i) one-time charges, including but not limited to installation and activation fees, (ii) usage-based, pay-per-use and pay-per-view and overage charges, (iii) applicable federal, state, and local taxes, franchise fees and other fees/surcharges, (iv) other and fees, including without limitation regulatory and other cost recovery fees, such as the Broadcast TV Fee, the Sports Surcharge, subscriber line charges and carrier service fees; (v) fees and charges for other ANNE ARUNDEL BROADBAND services you receive that are not included in the Minimum Term Plan Service Order, and/or (vi) any other fee or charge that is not expressly within the scope of the Minimum Term Plan Service Order (the "Other Fees and Charges").
4. **Minimum Term Service Plan.** You will receive the benefit of the Minimum Term Plan pricing for the agreed upon minimum term (i.e., twelve (12) or twenty-four (24) months, depending upon your Plan (referred to in these Terms as the "Minimum Term Plan.)) beginning on the date that the Minimum Term Plan services are installed or your agreement is activated, provided that you adhere to these Terms. You can still cancel your services at any time, subject to the early termination provisions of these Terms.
5. **EARLY TERMINATION FEE; TERMINATION. YOU MAY CANCEL YOUR MINIMUM TERM SERVICES ANY TIME BY (I) CALLING ANNE ARUNDEL BROADBAND CUSTOMER CARE AT THE NUMBER LOCATED ON YOUR BILL, OR (II) DISCONNECTING ANY OF YOUR ANNE ARUNDEL BROADBAND SERVICES AT ANY TIME DURING THE MINIMUM TERM SERVICE PLAN, SUBJECT TO PAYMENT OF THE APPLICABLE EARLY TERMINATION FEE ("ETF") AND ALL OTHER ACCRUED CHARGES. YOU ACKNOWLEDGE AND AGREE THAT IF ANNE ARUNDEL BROADBAND DISCONNECTS ANY OR ALL OF YOUR ANNE ARUNDEL BROADBAND SERVICES DUE TO YOUR BREACH OF THE TERMS OR THE OTHER SERVICE TERMS, SUCH AS NONPAYMENT OF ANY CHARGES DUE ANNE ARUNDEL BROADBAND (WHETHER COVERED BY THE MINIMUM TERM PLAN OR NOT), YOU WILL BE DEEMED TO HAVE CANCELLED THE MINIMUM TERM PLAN SERVICES AND WILL BE CHARGED THE ETF.**

The ETF that we charge varies depending upon the services and/or equipment that you purchase from us and the length of your agreed upon minimum term. For the 12-month service plan, the ETF is \$165 and will be reduced by \$15 for each complete month during the Minimum Term Plan that you maintain and timely pay for all of the Minimum Term Plan services and other services you receive from ANNE ARUNDEL BROADBAND. The ETF for the 24-month plan is \$345 and will be reduced by \$15 for each complete month during the Minimum Term Service Plan that you maintain and timely pay for all of the Minimum Term Plan Services and other services you receive from ANNE ARUNDEL BROADBAND. THE ETF IS SUBJECT TO CHANGE, SO PLEASE REVIEW THE TERMS OF YOUR PLAN AT THE TIME OF SUBSCRIPTION. ANNE ARUNDEL BROADBAND may offer other Minimum Term plans with different ETFs. Please review the terms of your plan and Minimum Term Plan Service Order at the time of subscription.

6. **30-Day Termination Period.** You may cancel and/or disconnect or downgrade any or all of the ANNE ARUNDEL BROADBAND Service(s) for any reason without incurring an ETF during the first thirty (30) days of the Minimum Term Plan by contacting ANNE ARUNDEL BROADBAND Customer Care at the contact phone number on your billing statement and notifying ANNE ARUNDEL BROADBAND of your decision. You will be responsible for paying (i) taxes and other fees, equipment charges not covered by the Plan, optional service charges, ANNE ARUNDEL BROADBAND pay-per-view, long distance and other usage-based charges that you incurred prior to exercising your rights under this subsection (ii)

charges for all services provided to you prior to the effective date of the Minimum Term Plan cancellation or downgrade.

7. **Service Changes.** Except as provided below, you may upgrade or downgrade service within a ANNE ARUNDEL BROADBAND Service category (e.g. from one tier of Internet to another) without incurring an ETF (referred to as a “Qualified Service Change”). However, at ANNE ARUNDEL BROADBAND ’s option, the ANNE ARUNDEL BROADBAND pricing for the new tier/package of ANNE ARUNDEL BROADBAND Service(s) may be adjusted to reflect ANNE ARUNDEL BROADBAND ’s non-promotional rate(s) for such Service(s) in effect as of the date that you instructed ANNE ARUNDEL BROADBAND to change your ANNE ARUNDEL BROADBAND Services and you agree to pay such adjusted ANNE ARUNDEL BROADBAND pricing for the remainder of the Minimum Term Plan. In addition, if you downgrade your service to a level not offered in a Minimum Term Plan, Early Termination Fees may apply.
8. **Special Circumstances/ETF Waiver.** You will not be responsible for paying an ETF if you cancel your ANNE ARUNDEL BROADBAND Services within thirty (30) days of our written notice to you of a material adverse change to these Terms or Other Service Terms, applicable to your ANNE ARUNDEL BROADBAND Service(s), or if you disconnect any of the ANNE ARUNDEL BROADBAND Service(s) at any time during the Minimum Term Plan for one of the following reasons: (i) you make a Qualified Service Change; or (ii) you move to another location within the local ANNE ARUNDEL BROADBAND service area that supports the Minimum Term Plan and you maintain all of the ANNE ARUNDEL BROADBAND Services at your new residence for the remainder of the Minimum Term Plan; or (iii) you are a member of the United States Armed Services and have received military orders to relocate outside of the local ANNE ARUNDEL BROADBAND service area that supports the Minimum Term Plan for a period of not less than 90 days. ANNE ARUNDEL BROADBAND may require that you provide a copy of your relocation orders.
9. **Customer-Initiated Service Changes.** If you cancel any of your ANNE ARUNDEL BROADBAND Services during the Minimum Term Plan but choose to retain other ANNE ARUNDEL BROADBAND services, ANNE ARUNDEL BROADBAND will have the option, but not the obligation, to forego the collection of an ETF and allow you to receive your remaining ANNE ARUNDEL BROADBAND Services under these Terms for the remainder of the Minimum Term Plan. If ANNE ARUNDEL BROADBAND exercises this option, however, the ANNE ARUNDEL BROADBAND pricing for your remaining ANNE ARUNDEL BROADBAND Services may be adjusted by ANNE ARUNDEL BROADBAND in its discretion to reflect ANNE ARUNDEL BROADBAND ’s non-promotional rates for such services in effect as of the date that you instructed ANNE ARUNDEL BROADBAND to disconnect or change your services and you agree to pay such adjusted ANNE ARUNDEL BROADBAND pricing for the remainder of the Minimum Term Plan.
10. **ANNE ARUNDEL BROADBAND-Initiated Service Changes.** You acknowledge and agree that ANNE ARUNDEL BROADBAND may, in its sole discretion, add, delete or modify any aspect, feature, component or requirement of the ANNE ARUNDEL BROADBAND Services, other than the price you are charged for the ANNE ARUNDEL BROADBAND services, at any time during the Minimum Term Plan. You acknowledge and agree that such changes will not violate these Terms, constitute adverse material changes, or affect your ETF, payment or other obligations to ANNE ARUNDEL BROADBAND. For example, at any time, ANNE ARUNDEL BROADBAND may change the Other Fees and Charges, or it may delete any programming services from its lineup or move any programming services currently included in the ANNE ARUNDEL BROADBAND Services to another tier or level of service that is not included in the ANNE ARUNDEL BROADBAND Services. Under these circumstances, you would not be entitled to any credit or fee reduction.
11. **Use of ANNE ARUNDEL BROADBAND Services after Expiration of the Minimum Term Service Plan/Changes to These Terms.** Except as otherwise provided in these Terms, upon the expiration of the Minimum Term Plan or your decision to cancel or disconnect any ANNE ARUNDEL BROADBAND Services during the Minimum Term Plan, (i) you will be charged ANNE ARUNDEL BROADBAND ’s then current non-promotional rates for any ANNE ARUNDEL BROADBAND Services that you continue to

receive, (ii) your continued use of any ANNE ARUNDEL BROADBAND Services will remain subject to any applicable Other Service Term(s), and (iii) you must return to ANNE ARUNDEL BROADBAND any equipment that is used with ANNE ARUNDEL BROADBAND Services you no longer receive, as further described in the applicable Other Service Term(s).

12. **Notices of Changes.** ANNE ARUNDEL BROADBAND will provide you with written notice of any changes that we determine are material to these Terms or to any Other Service Terms applicable to your ANNE ARUNDEL BROADBAND Services, including all notices required by applicable law or tariff. We may provide you with such written notice by sending it to your last known billing address, by including the notice in or on your billing statement or a local newspaper, by sending you an email message to any email address you provided to ANNE ARUNDEL BROADBAND, or by posting the new terms to our website. All such changes will become effective as of the date specified on the written notice. The updated version of these Terms and/or the Other Service Terms will supersede any prior versions of the same terms. Subject to Section 8 of these Terms, if the changes have a material adverse effect on you, you can terminate the affected ANNE ARUNDEL BROADBAND Service(s) without paying an early termination fee by notifying ANNE ARUNDEL BROADBAND within thirty (30) days after we send notice of the applicable change, unless we agree to not apply the change to you. You agree that your sole recourse if you do not accept any such material adverse change is to cancel your Services within thirty (30) days of our notice to you. Your continued use of the ANNE ARUNDEL BROADBAND Service(s) after such thirty (30) day period will constitute your acceptance of the Terms as modified. You consent to receive communications from us electronically. We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
13. **Other Service Terms.** These Terms incorporate by reference the terms and conditions of all other service agreements, tariffs and other documents applicable to the ANNE ARUNDEL BROADBAND Services including without limitation: (i) the general Terms and Conditions of service, (ii) ANNE ARUNDEL BROADBAND 's Privacy Policy, and (iii) if applicable, the ANNE ARUNDEL BROADBAND Internet Acceptable Use Policy (all of the additional terms and conditions of service referenced in subsections (i)-(iii) of this paragraph are collectively referred to as the "Other Service Terms."). The Other Service Terms can be found at [broadstripe.com](http://broadstripe.com) or obtained by calling your local ANNE ARUNDEL BROADBAND office. In the event of a conflict between these Terms and the Other Service Term(s), these Terms shall control. THE OTHER SERVICE TERMS CONTAIN ADDITIONAL AGREEMENTS, RESTRICTIONS AND REQUIREMENTS RELATIVE TO THE SERVICES THAT YOU OBTAIN FROM ANNE ARUNDEL BROADBAND, INCLUDING LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS AND INDIVIDUAL ARBITRATION OF DISPUTES ANNE ARUNDEL BROADBAND MAY TERMINATE THE MINIMUM TERM PLAN IF YOU BREACH THE OTHER SERVICE TERMS (SUCH AS FOR NONPAYMENT OF ANY AMOUNT DUE ANNE ARUNDEL BROADBAND) AND YOU WILL BE CHARGED THE ETF.
14. **Miscellaneous.**
  - A. **Non-Waiver.** ANNE ARUNDEL BROADBAND 's failure at any time to insist upon strict compliance with any of the provisions of these Terms will not constitute a waiver of such terms in the future. Other than as expressly provided herein, if any provision of these Terms is determined to be invalid, illegal or unenforceable, the remaining provisions will remain enforceable and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
  - B. **Non-Assignability.** You cannot assign services, your account or any of your rights and duties under it to anyone else. ANNE ARUNDEL BROADBAND may assign all or part of your account or your debts to ANNE ARUNDEL BROADBAND under it without notice, and you agree to make all subsequent payments as instructed.

- C. **Governing Law.** These Terms will be governed by the laws of the state in which your ANNE ARUNDEL BROADBAND Services are provided without regard to such state's choice of laws principles.
- D. **Severability.** If any provision of these Terms is held invalid or unenforceable, such provision shall be deemed deleted from the Terms and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of the Terms shall continue in full force and effect.
- E. **Your Authority.** By accepting these terms, you certify that you are at least 18 years of age and that you are either the primary account holder for the service address or have been authorized by the primary account holder to make changes to this account and to order Services on his or her behalf. If you are not the primary account holder, you further agree that you will be jointly and severally liable with the primary account holder for all payment and other obligations owed to ANNE ARUNDEL BROADBAND under the Minimum Term Plan, these Terms and the Other Service Terms. You agree that ANNE ARUNDEL BROADBAND is entitled to assume that all of the information you have provided to us is accurate.