

RESIDENTIAL SERVICE AGREEMENTS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO BUCKEYE RESIDENTIAL SERVICE AGREEMENTS (“RSA”). RSAs PROVIDE SUBSCRIBERS WITH CERTAIN DISCOUNTS AND/OR PROMOTIONAL BENEFITS IN EXCHANGE FOR THE SUBSCRIBER’S AGREEMENT TO CONTINUE BUCKEYE SERVICES FOR 6, 12, 24, OR 36 MONTHS DEPENDING ON THE PARTICULAR PROMOTION. RSAs INCLUDE A PROVISION FOR AN EARLY TERMINATION FEE IF THE SUBSCRIBER TERMINATES THE SERVICE BEFORE THE END OF THE TERM.

1. RESIDENTIAL SERVICE AGREEMENTS GENERALLY

- 1.1 As used herein, the words "Buckeye," "we," "our" and "us" refer to Buckeye Cablevision, Inc. and each of its parents, subsidiaries, and affiliate(s) that provide you with RSA services.
- 1.2 Buckeye services are typically provided on a “month-to-month” basis at Buckeye’s then prevailing standard rates and either you or Buckeye can terminate the services at any time. Under that plan, upon termination of service you pay only for the services you used through the date of termination and any equipment or other standard charges. Buckeye also sometimes offers Residential Service Agreements (“RSA”), typically for periods of 6, 12, 24, or 36 months. This document states the terms of the RSA. RSAs may include the Buckeye Video, Internet, Brainiac Support services and/or other services you ordered in response to a Buckeye promotional offer. Some promotional offers do not require you to enter into to a longer term agreement and those promotions are not covered by the RSA.
- 1.3 The Terms of Service Agreement (“TOS Agreement”) for each of Buckeye’s services (Video, Internet, and Brainiacs) is found on Buckeye’s website: <http://buckeyebroadband.com/company/legal.html>. Those TOS Agreements are binding agreements between you and Buckeye. The TOS Agreements include provisions calling for the mandatory arbitration of disputes between you and Buckeye, a waiver of the right to trial by jury, and prohibitions on class action lawsuits and class action arbitrations. Those specific provisions of the TOS Agreements and all of the provisions of the TOS Agreements are incorporated into this RSA by reference and apply, except to the extent this RSA modifies them. Generally, this RSA modifies the TOS Agreements only with regard to the length of the

agreement (“the RSA Term”), the rates for services, and a provision for an Early Termination Fee if you terminate services before the end of the RSA Term.

- 1.4 The specific RSA services included on your account and covered by this RSA are determined by the order you placed in response to a Buckeye promotional offer and those services will be designated on your Buckeye billing statement. Only the services designated as RSA services on your billing statement will be covered by this RSA. You agree to review carefully the first billing statement you receive after placing your RSA order and to bring any discrepancies to Buckeye's attention within the first thirty (30) days of the Term of this RSA or seven (7) days after receipt of your first billing statement listing the RSA services, whichever is later, by calling your local Buckeye office at 419-724-9800. If you do not timely object to the designation of your RSA services on your first billing statement, you agree that such designation is accurate.

- 1.5 YOU AGREE TO MAINTAIN AND PAY FOR YOUR SUBSCRIPTION TO ALL OF THE RSA SERVICES UNTIL THE END OF THE RSA TERM. IF YOU FAIL TO DO SO, YOU WILL BE RESPONSIBLE FOR THE PAYMENT OF AN EARLY TERMINATION FEE AS DESCRIBED IN SECTION 3 BELOW

- 1.6 The special prices for services included in your promotional offer and covered by this RSA do not apply to the following fees and charges, which may increase or decrease during the RSA Term: (i) one-time charges, (ii) usage-based, pay-per-use, and overage charges, (iii) applicable federal, state, and local taxes and franchise fees, (iv) other surcharges and regulatory cost recovery fees, (v) fees and charges for other Buckeye services you receive that are not included in the RSA, and/or (vi) any other fee or charge that is not expressly within the scope of the RSA services.

- 1.7 Also, if the promotional offer covered by your RSA is a “bottom of the bill” reduction from Buckeye’s regular charges, you will be subject to all price increases and other charges assessed during the RSA term, with the agreed-upon “bottom of the bill” reduction from those charges. For example, if you accept a “\$20.00 off the bottom of the bill” promotion for 12 months, pursuant to which you receive \$20 off your bill each month, and in the sixth month Buckeye’s standard rate increases by \$3.00, your bill will

go up \$3.00 but you will still have the benefit of a bill that is \$20.00 less than Buckeye's standard rate for the service.

1.8 Your rates will revert to the Buckeye then-prevailing standard rates as they may increase or decrease after the promotional discount period ends and those standard rates will apply for the remainder of the RSA Term and thereafter.

1.9 If you responded to a promotional offer that included a special rebate or incentive, you must maintain the RSA services for at least the first ninety (90) days of the RSA Term to qualify for the advertised rebate or incentive. You must also satisfy all stated eligibility requirements and follow all stated instructions for claiming a rebate or incentive and, if applicable, complete and return any related rebate forms or fulfillment requests within the designated time period. If your rebate form or fulfillment submission is late, misdirected, incomplete, incorrect, illegible or obtained or submitted through improper channels, you will not be entitled to the advertised rebate or incentive. Please allow ten (10) to twelve (12) weeks after Buckeye receives your qualifying submission to receive your rebate payment or incentive, unless otherwise stated in the rebate or incentive offer. Except as required by law, rebate checks not deposited or properly negotiated within one hundred eighty (180) days after issuance will be non-negotiable, forfeited and invalid. Prepaid reward cards are subject to the terms and conditions of the issuing bank and expire on the date shown on the card. Buckeye will not replace or reissue any check, prepaid reward card or other incentive if it is lost, stolen, or damaged, or if it becomes non-negotiable, invalid, or forfeited. Incentives will only be issued in the name of the primary account holder. Unless otherwise prohibited by applicable law, all rebate and incentive offers are limited to one (1) per Buckeye account and per household. Buckeye reserves the right to substitute any advertised incentive with an incentive of equal or greater retail value. Incentives may not be exchanged or returned for cash or credit.

2. TERM

The RSA is for a term of 6, 12, 24, or 36 months, depending on the promotional offer you accepted. This multi-month period is referred to as the "RSA Term" and is stated on your bill.

3. EARLY TERMINATION FEE; TERMINATION

- 3.1 THE EARLY TERMINATION FEE IS AN AMOUNT EQUAL TO \$25 TIMES THE NUMBER OF MONTHS REMAINING IN YOUR RSA TERM AT THE TIME OF TERMINATION, OR 75% OF THE AMOUNT YOU WOULD PAY FOR THE RSA SERVICES THROUGH THE END OF THE TERM, WHICHEVER IS LESS. THE EARLY TERMINATION FEE WILL APPLY IF YOU TERMINATE YOUR RSA SERVICES OR IF BUCKEYE TERMINATES THOSE SERVICES BEFORE THE END OF THE RSA TERM AS A RESULT OF YOUR NON-PAYMENT OR OTHER PROPER CAUSE FOR DISCONNECTION.
- 3.2 You may upgrade service within a service category, that is, you may move from one service tier or package of service to a higher level of service without incurring an EARLY TEMINATION FEE; however, should you upgrade, you agree to pay an adjusted rate for the remained of the RSA term, which rate may be Buckeye's published, regular, month-to-month, non-promotional rates in effect as of the date you instructed Buckeye to change your RSA services.
- 3.3 You may terminate the RSA by (1) calling Buckeye customer service at the number listed on your bill, or (2) disconnecting or downgrading any of your RSA services. Terminating the RSA during the Term will subject you to payment of the applicable EARLY TERMINATION FEE and all other accrued charges. You acknowledge and agree that if Buckeye disconnects any or all of your RSA services as a result of non-payment you will be deemed to have terminated the RSA and you will be charged the EARLY TERMINATION FEE. At Buckeye's sole discretion, Buckeye will consider special circumstances that cause or contribute to a termination of the RSA services and may forego part or all of the EARLY TERMINATION FEE.
- 3.4 You may terminate this RSA and/or disconnect or downgrade any or all of the RSA services for any reason without incurring an EARLY TERMINATION FEE during the first thirty (30) days of the RSA Term by contacting Buckeye at the contact phone number on your bill statement and notifying Buckeye of your decision to terminate. You will be responsible for paying for the RSA services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection. If the RSA termination during the

first thirty 30) days is for Brainiac Support services, you will be responsible for the greater of the non-subscription a-la-carte rates for actual services rendered, or ten dollars (\$10.00).

3.5 You acknowledge and agree that Buckeye may, in its sole discretion, add, delete or modify any aspect, feature, component or requirement of the RSA services (excluding the financial terms), at any time during the RSA Term. You acknowledge and agree that such changes will not violate this Agreement, constitute adverse material changes, or affect your EARLY TERMINATION FEE payment or other contractual obligations to Buckeye. Buckeye's video offerings provide a broad selection of programming and stations, but Buckeye cannot and does not guarantee that such programming or those stations will remain the same throughout the RSA Term. Buckeye reserves the right to add or delete any programming services from its lineup or move any programming services currently included in the RSA services to another tier or level of service that is not included in the RSA services. Under these circumstances, you would no longer receive such programming services and would not be entitled to any credit or fee reduction.

3.6 If you are a Buckeye telephone customer, your telephone service, including rates, charges and the EARLY TERMINATION FEE may be subject to the rules and regulations of the applicable public utilities or public service commission with jurisdiction over the service. In that event, governing law may supersede a provision of this RSA. In that event, the other terms of this RSA will continue to apply, specifically including the requirement that all claims will be subject to the final and binding arbitration provisions set forth in the applicable TOS Agreement and the requirement that no class action lawsuits or arbitrations may be maintained.

4. USE OF RSA SERVICES AFTER TERMINATION OR EXPIRATION OF RSA

Upon the termination or expiration of this RSA or the disconnection or downgrade of any RSA services during the RSA Term you will be charged Buckeye's then-current regular month-to-month, non-promotional rates for any RSA services that you continue to receive. Also, your continued use of any RSA services will remain subject to the TOS Agreements. You must return to Buckeye any equipment that is used with RSA services you no longer receive. Buckeye's then-current pricing information can be found at <http://buckeyebroadband.com/rates> or at your local Buckeye office.

