

TERMS OF USE AND LICENSE AGREEMENT

BUCKEYE CABLEVISION, INC.

Buckeye Remote Record

(Effective as of November 15, 2013)

PLEASE READ CAREFULLY

This Terms of Use and License Agreement (this "Agreement") is a legal agreement between you and Buckeye Cablevision, Inc. (doing business as Buckeye CableSystem and hereinafter referred to as "Buckeye") providing, among other things, the terms and conditions for your use of an application ("the Licensed Application") on computers or mobile devices in connection with the TotalGuide XD system. The Licensed Application and your use of any other Buckeye services downloaded from the Buckeye websites or from the Apple store are referred to as the "Buckeye Services". The Licensed Application is owned or licensed by Rovi Guides, Inc.. ("ROVI"). Your use of the Licensed Application on or in conjunction with any devices on which the Licensed Application has been downloaded is strictly in accordance with this Agreement and all of the other agreements, terms and conditions that are incorporated into this Agreement, including but not limited to the Buckeye Cable Television Terms of Service found at <http://www.buckeyecablesystem.com> ("the Site"). By downloading, installing or using the Licensed Application, you are entering into this Agreement and all of its terms and conditions. The Licensed Application has been made available to you via the Apple Store exclusively for use on select iOS enabled devices as identified in the description of the Licensed Application found on the Apple store.

This Agreement is concluded between you and Buckeye only, and not with Apple, Inc. ("Apple"). In addition, Buckeye and other third parties contracted with Buckeye, not Apple, are solely responsible for the Buckeye Services, and the content thereof. Buckeye may from time to time modify this Agreement and the terms of use. In that event, Buckeye will post a copy of the amended Agreement on the Site. If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using the Buckeye Services and remove the Licensed Application from your device (as defined below). You will be deemed to have accepted the Agreement as amended if you continue to use any of the Buckeye Services or the Licensed Application after any amendments are posted on the Site.

1. PRIVACY POLICY

Buckeye and its vendors may collect certain personal and anonymous information from and about you in connection with your use of the Buckeye Services. In general, our collection, protection, use, and disclosure of this information will be subject to the Privacy Policy posted on the Site. As noted above, your access to and use of the Licensed Application is contingent upon your agreement to both these Terms of Use

and the Licensed Application and Buckeye Privacy Policy. Please note that your use of the Buckeye Services, including the Buckeye Services provided via the Site or any other website of Buckeye or its vendors is governed by the Buckeye Privacy Policy.

2. MOBILE APPLICATION CONTENT

All text, graphics, photographs, sounds and music, user interfaces and designs, visual interfaces and designs, trademarks, logos, artwork, computer code, and other forms of content (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Licensed Application are owned, controlled or licensed by or to Buckeye or ROVI, and are protected by copyright, trade dress, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Except as expressly provided in these Terms of Use, no part of the Licensed Application or Buckeye Services, and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Buckeye's express prior written consent. You may use information on Buckeye's products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Buckeye for downloading provided that you (1) do not remove any proprietary notice language in any copies of such documents, (2) use such information only for your personal, noncommercial informational purpose and do not copy or post such information on any networked computer or distribute it in any manner, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

3. USE OF THE MOBILE APPLICATION

You will not use the Buckeye Services, Content and associated features and services for any purpose that is unlawful or prohibited by this Agreement.

You agree that you will not:

3.1 use the Buckeye Services to reproduce copyrighted materials;

3.2 copy, store, edit, change, prepare any derivative work of or alter in any way any of the tracks or other content streamed through or from the Buckeye Services;

3.3 make the Buckeye Services available over a network where it could be downloaded or accessed by others;

3.4 provide your password to any other person;

3.5 translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Buckeye Services or any portion of them;

3.6 circumvent any technology used by Buckeye or its licensors to protect content accessible via the Buckeye Services;

3.7 rent, lease or sublicense any of the Buckeye Services; or

3.8 use the Buckeye Services in any way that violates the terms of this Agreement.

4. COPYRIGHTS

As between you and Buckeye, you acknowledge that Buckeye owns or has a license to all title and copyrights in and to the Buckeye Services and the Licensed Application. All title and intellectual property rights in and to the licensed content in the Buckeye Services and the Licensed Application is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

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The Buckeye Services and the Licensed Application use technology to protect the digital information provided from unauthorized use. Your use of the Buckeye Services may be limited by such technology. You acknowledge that, from time to time, Buckeye may modify or discontinue using such technology. Security modifications may from time to time include required updates to the Buckeye Services or the Licensed Application. IF YOU ATTEMPT TO VIOLATE OR CIRCUMVENT ANY SYSTEM OR NETWORK SECURITY COMPONENTS OR TECHNOLOGY, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL LIABILITY.

7. PRIVACY POLICY

It is important that you read and understand the terms of Buckeye's Privacy Policy. Buckeye may cooperate with and disclose information (including your account information) to any authority, government official or third-party, without giving any notice

to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement due to your use of the A Buckeye Services or the Licensed Application.

8. TERM

This Agreement will remain effective until terminated by you or terminated by us.

9. DISCLAIMERS

BUCKEYE DOES NOT PROMISE THAT THE BUCKEYE SERVICES OR ANY CONTENT, INFORMATION, SERVICE OR FEATURE OF THE BUCKEYE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE BUCKEYE SERVICES WILL PROVIDE SPECIFIC RESULTS. THE BUCKEYE SERVICES AND RELATED CONTENT, INFORMATION, SERVICES AND FEATURES ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. EXCEPT FOR THESE TERMS OF USE AND THE BUCKEYE PRIVACY POLICIES, ALL INFORMATION PROVIDED ON THE BUCKEYE SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. BUCKEYE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. BUCKEYE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUCKEYE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE BUCKEYE SERVICES AND/OR ANY RELATED SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE BUCKEYE SERVICES AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST BUCKEYE FOR DISSATISFACTION WITH, FAILURE OF OR DEFECTS IN THE BUCKEYE SERVICES OR ANY CONTENT, INFORMATION, SERVICE OR FEATURE IS TO STOP USING THE BUCKEYE SERVICES OR ANY SUCH CONTENT, INFORMATION, SERVICE OR FEATURE. THESE LIMITATIONS OF RELIEF ARE A PART OF THE BARGAIN BETWEEN YOU AND BUCKEYE.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of, or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence, or any other cause of action. Buckeye reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend, or terminate operation of, or access to, the Buckeye Services, or any portions thereof, for any reason; (2) to modify or change the Buckeye Services, or any portion thereof, and any applicable policies or terms; and (3) to interrupt the operation of the Buckeye Services or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or any other reason at Buckeye's sole discretion.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT WILL BUCKEYE BE LIABLE TO YOU FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) EVEN IF BUCKEYE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BUCKEYE OR OTHERS WILL CREATE A WARRANTY AND NEITHER YOU NOR ANY THIRD PARTY MAY RELY ON ANY SUCH INFORMATION OR ADVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

10.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUCKEYE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF ONE DOLLAR (US \$1.00) OR THE TOTAL AMOUNT PAID BY YOU TO BUCKEYE FOR THE APPLICABLE BUCKEYE SERVICES OR LICENSED APPLICATION AT ISSUE.

11. INDEMNITY

You agree to indemnify and hold Buckeye, its officers, directors, shareholders, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Buckeye by any third party due to, arising out of, or in connection with your use of the Buckeye Services.

12. GENERAL INFORMATION

12.1 You will be responsible for providing the service(s), and/or any hardware and/or software necessary to use the Licensed Application and/or Buckeye Services.

12.2 Buckeye or its business partners may present advertisements or promotional materials via the Site, Licensed Application, or any elements related to the Buckeye Services. Your dealings with, or participation in promotions of any third-party advertisers via the Buckeye Services are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that Buckeye is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties via the Buckeye Services.

12.3 The Site, Licensed Application, or other elements of the Buckeye Services may present links to third-party Web sites or third-party services not owned or operated by

Buckeye, and Buckeye is not responsible for the availability of these third-party sites or services or their contents. You agree that Buckeye is not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any content of any such third-party site or services or goods or services available through any such third-party site or service.

12.4 The Site, Licensed Application, and other elements of the Buckeye Services are owned or licensed by Buckeye and are protected by United States copyright laws and international treaty provisions. You will not sublicense, assign, or transfer the license granted to you under this Agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this Agreement is void.

12.5 Buckeye, not Apple, is responsible for addressing any claims of the end-user or any third party relating to the Licensed Application or your possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

12.6 This Agreement will be governed by the laws of the State of Ohio. The exclusive jurisdiction for any claim, action or dispute with Buckeye or relating in any way to your use of the Licensed Application or Buckeye Services will be in the state and federal courts of the State of Ohio and the sole venue for the adjudication or disposition of any such claim, action or dispute will be in the County of Lucas, Ohio.

12.7 Buckeye may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email, mobile text message, written or hard copy notice, or through conspicuous posting of such notice on the Site, or in the Licensed Application, or via any other element of the Buckeye Services as determined by Buckeye in its sole discretion. Buckeye reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND BUCKEYE AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND BUCKEYE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.