

Comcast High-Speed 2go Service Agreement

(CONTAINS ARBITRATION PROVISION)

Last revised June 9, 2009

ABOUT THIS AGREEMENT, OUR SERVICE, AND YOUR RIGHTS

Comcast High-Speed 2go service ("Service") will be provided to you ("you," "your," or "Customer") on the terms and conditions set forth in this Service Agreement (the "Agreement") by the operating company subsidiary of Comcast Corporation that owns and/or operates the cable television system in your area ("Comcast," "we," "us," or "our") and in any applicable Tariff(s) on file with the Federal Communications Commission ("FCC"), state utility commission or other comparable state agency. For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by or is under common control with Comcast Corporation. This Agreement does not apply to other services offered by Comcast Corporation or its affiliates, including, but not limited to, cable television service, Comcast High-Speed Internet service, and Comcast Digital Voice Service.

We may change our prices, fees, the Service and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior Notice (as defined in Section 17) of any significant change to this Agreement. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to use the Service after the end of the notice period of the change, we will consider that you have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

Note: This Agreement contains a binding arbitration provision in Section 14 that affects your rights under this Agreement with respect to the Service.

1. ACCEPTANCE OF THIS AGREEMENT

You will have accepted this Agreement and be bound by its terms if you use the Service, install the Connection Manager software (defined below), or otherwise indicate your affirmative acceptance of the Service.

2. SERVICE USAGE

The Service is a wireless data service that allows you to connect to the Internet. You must have a Comcast approved wireless-enabled device to connect to the Service. You can view the list of Comcast approved devices at <http://help.comcast.net/highspeed2go>. We will assign you an IP address each time you access the Service. You shall not program any other IP address, Media Access Control ID ("MAC ID") or Electronic Serial Number ("ESN")/Mobile Equipment ID ("MEID") into your device that accesses the Service, or otherwise use software or applications that mask or spoof your IP address, MAC ID or ESN/MEID.

You agree and represent that you will not resell or permit another to resell the Service in whole or in part. You will not use or permit another to use the Leased Equipment (defined below) or the Service, directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Comcast policy applicable to the Service. Use of the Leased Equipment or the Service for transmission, communication or storage of any information, data or material in violation of any applicable regulation or law is prohibited. You must immediately notify us of any unauthorized use of the Service or any other security breach.

You acknowledge that you are accepting this Agreement on behalf of all persons who use the Leased Equipment and/or the Service and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Comcast policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service. You agree to indemnify, defend and hold harmless Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Service or the Leased Equipment or the breach of this Agreement or any of the applicable Comcast policies by you or any other user.

3. MONTHLY DATA CONSUMPTION

The amount of data transmitted over our Service is measured in kilobytes ("KB"), megabytes ("MB") or gigabytes ("GB"). The monthly data consumption threshold for the Service ("Monthly Data Amount") will be listed on your first monthly billing statement. If you exceed your allotted Monthly Data Amount, Comcast may automatically charge you, and you agree to pay, an additional service usage fee ("Overage Charge"). Unless otherwise indicated by us, your Monthly Data Amount does not roll-over, but expires at the end of each month with all unused amounts forfeited.

4. LEASED EQUIPMENT, PURCHASED EQUIPMENT OR CUSTOMER EQUIPMENT

a. Leased Equipment. Leased Equipment includes all equipment leased to you by us or our agents, including all software or "downloads" to Customer Equipment or Leased Equipment. You agree to use Leased Equipment only for the Service pursuant to this Agreement. You agree that all Leased Equipment belongs to us or other third parties. We may add to or change the Leased Equipment at our discretion at any time. You agree that our addition to or change to the Leased Equipment may interrupt the Service. You may not sell, lease, abandon, or give away the Leased Equipment, or permit any other provider of video, high speed data or telephone services to use the Leased Equipment. You agree that you will not allow anyone other than Comcast employees or agents to service the Leased Equipment. We suggest that the Leased Equipment in your possession be covered by your insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Leased Equipment, if you are requested to do so, to us in an undamaged condition.

b. Purchased Equipment. Purchased Equipment includes all equipment sold to you by us or our agents, including all software or "downloads" to Purchased

Equipment. If you experience a problem with your Purchased Equipment, report the problem by calling (866) 206-2182. If the problem with your Purchased Equipment is covered under the manufacturer's warranty, we will assist you with your warranty claim to the extent permissible under the manufacturer's warranty.

c. Customer Equipment. Customer Equipment consists of software, services or equipment you elect to use in connection with the Service including equipment purchased by you from a provider other than Comcast or an authorized Comcast agent. Comcast has no responsibility for the operation, support, maintenance or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Comcast or a third party has sent software or "downloads." Customer Equipment must meet Comcast's current minimum technical and other requirements for the Service located at <http://help.comcast.net/highspeed2go>. These requirements may be located at an alternative site if we so notify you. Customer Equipment that does not meet Comcast's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, LEASED EQUIPMENT OR PURCHASED EQUIPMENT. NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. Comcast reserves the right to deny you customer support for the Services and/or terminate the Services if you use a Non-Recommended Configuration.

5. AVAILABILITY OF SERVICE/VARIATION OF SPEED.

Your primary service address will be used to determine your eligibility for the Service. You agree to promptly notify Comcast of any changes in the primary service address. The Service may not be available in all areas and even within coverage areas Service availability, quality, signal strength and network speeds may vary and be insufficient for use of the Service, including at or near your primary service address. A map of coverage areas is available at <http://help.comcast.net/highspeed2go>.

We reserve the right to limit throughput speeds or amount of data transferred; and to deny, terminate, modify, disconnect or suspend Service if your usage is determined by Comcast to be excessive. We publish information on usage caps for the Service at <http://help.comcast.net/highspeed2go>. Usage caps may vary depending on the service plan to which you have subscribed and on the extent you use your Service over Comcast Mobile 3G or Comcast Mobile 4G connections.

6. CHARGES AND BILLINGS

a. Charges, Fees, and Taxes That You Must Pay. You agree to pay all charges associated with the Service, including, but not limited to, activation fees, installation charges, monthly service charges, any Overage Charges, Leased Equipment charges, Purchased Equipment charges, equipment insurance charges, extended warranty charges, service call charges, applicable federal, state, and local taxes (however designated) and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or

provision of the Leased Equipment and the Services. You agree to pay any regulatory recovery fees which Comcast invoices you for municipal, state and federal government fees or assessments imposed on Comcast, or any programs in which Comcast participates. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT-IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees or assessments, in which case we may elect not to provide notice except where required by applicable law.

- o **Minimum term agreements** – If you have signed a minimum term agreement, your price for the Service is as specified in the minimum term agreement. Please read your minimum term agreement carefully to understand the terms and conditions for termination (including any applicable early termination fees), data usage and bandwidth limitations, billing and payment periods.

b. How We Will Bill You. Unless you have signed a minimum term agreement, Services are provided to you on a month-to-month basis. You will generally be billed monthly, in advance, for recurring Service charges, equipment charges, fees and taxes. You may be billed for some charges individually after they have been provided to you, which may include roaming charges, Overage Charges, non-recurring charges for any non-recurring services you have received or third party charges for which Comcast is the billing agent. **IN ADDITION, YOU MAY BE REQUIRED TO PAY ON OR BEFORE THE DAY THE SERVICE IS ACTIVATED, THE FIRST MONTH'S SERVICE CHARGES, LEASED EQUIPMENT OR PURCHASED EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION CHARGES.** Your first bill may include pro-rated charges from the date you first begin receiving the Service, as well as monthly recurring charges for the next month. If you make partial payment of any bill, we will apply that payment to the outstanding charges in the amounts and proportions that we determine. However, we do not waive our rights to collect the full balance owed to us by accepting partial payment.

c. Third-Party Charges That Are Your Responsibility. You acknowledge that you may incur charges with third-party service providers that are separate and apart from the amounts charged by us. These may include charges resulting from, for example, accessing on-line services and purchasing or subscribing to offerings via the Internet. You are solely responsible for all charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

d. Alternative Billing Arrangements. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We shall not be responsible for any dispute regarding these charges between you and any third party. You must address all such disputes directly with the third party.

e. Payment by Credit Card or Check. If you use a credit card to pay for the Service, that use is governed by the card issuer agreement for that card, and you must refer to that agreement for your rights and liabilities as a cardholder. If

Comcast does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize Comcast to collect your check electronically. You agree that you 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 Comcast and that any such notations shall have no legal effect.

f. Our Remedies if You Pay Late or Fail to Pay

- 1. Late or Non-Payments:** You may be billed fees, charges and assessments related to late or non-payments if for any reason (a) Comcast does not receive from you any required payment for the Service by the payment due date or (b) you pay less than the full amount due for the Service.
- 2. Fees Not Considered Interest or Penalties:** Comcast does not anticipate that you will fail to pay for the Service on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges or penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Service on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
- 3. Collection Costs:** If we are required to use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include but are not limited to any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
- 4. Suspension/Disconnect:** If you fail to pay the full amount due for any or all of the Service then Comcast, at its sole discretion in accordance with applicable law, may suspend or disconnect the Service.

g. Reconnection Fees and Related Charges. Should you wish to resume the Service after any suspension, we may require you to pay a reconnection fee. Should you wish to reinstate Service after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service is subject to our credit policies, this Agreement and applicable law.

h. Our Right to Make Credit Inquiries. YOU AUTHORIZE COMCAST TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES.

i. Your Responsibilities Concerning Billing Questions. Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Comcast within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days of the date on the applicable bill.

7. REFUNDABLE DEPOSIT

We may require you to pay a refundable deposit when you activate the Service. We may also require you to pay a refundable deposit after activation of the Service if you add Leased Equipment and/or other services or if you fail to pay any amounts when they are due hereunder. If we disconnect your Service or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days, or as otherwise specified by applicable law, return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for the Service or for any Leased Equipment that is damaged, altered, or not returned).

8. CHANGES TO SERVICE

Subject to applicable law or the terms of your minimum term agreement, if any, we have the right to change the Service, Leased Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to or otherwise change features or offerings contained in the Service, including but not limited to, functionality, hours of availability, customer equipment requirements, speed and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, in a newspaper or other communication permitted under applicable law. If you find a change in the Service unacceptable, you have the right to cancel your Service, subject to the terms of your minimum term agreement. However, if you continue to receive Service after the change, this will constitute your acceptance of the change. Please take the time to read any notices of changes to the Service. We are not liable for failure to deliver any services, features or offerings except as provided in Section 13(b)(5).

9. OTHER POLICIES

Your use of the Service is subject to other policies, including, but not limited to acceptable use policies ("AUP"). **You can view the other policies for the Service anytime at <http://help.comcast.net/highspeed2go>.** Comcast may terminate or suspend your Service for failure to comply with these policies. YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.

10. ASSIGNABILITY

This Agreement and the Service furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under this Agreement with or without notice to you.

11. TERMINATION

Comcast reserves the right at any time to terminate your use of the Service if you fail to comply in full with any term of this Agreement, or any other terms, agreements, or policies that apply to the Service.

a. Term. This Agreement will be in effect from the time that charges commence until (i) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (ii) it is replaced by a revised Agreement. Service charges generally will begin two (2) days after the date we ship the Leased Equipment or Purchased Equipment to you. If you self-install Customer Equipment that you obtained from a source other than Comcast, charges begin the day that your order for the Service is entered into our system. The option to self-install is subject to availability.

b. Termination by You. Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason at any time by notifying Comcast in one of three ways: (i) send a written notice to the postal address of your local Comcast business office; (ii) send an electronic notice to the e-mail address specified on www.comcast.com; or (iii) call our customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges will accrue until this Agreement has terminated, the Service has been disconnected and, if applicable, all Leased Equipment has been returned. We will refund all prepaid monthly service fees charged for the Service after the date of termination (less any outstanding amounts due Comcast for the Service, third party services for which Comcast is the collection agent, Leased Equipment, or other applicable fees and charges).

c. Suspension and Termination by Comcast. Under the conditions listed below, Comcast reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Service. Comcast may take these actions if it: (i) determines that your use of the Service does not conform with the requirements set forth in this Agreement, (ii) determines that your use of the Service interferes with Comcast's ability to provide the Service to you or others, (iii) reasonably believes your use of the Service may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that your use of the Service interferes with or endangers the health and/or safety of our personnel or third parties. Comcast's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service or information transmitted by or to you or users.

d. Your Obligations upon Termination.

You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service;
2. You will pay in full for your use of the Service up to the date that this Agreement has been terminated and the Service is disconnected, including any applicable fees assessed by Comcast for early termination of your service plan; and
3. If required by Comcast, you will return any Leased Equipment and accessories purchased or provided with the Service. If you are required to, but fail to return Leased Equipment and accessories, Comcast may charge you an amount equal to or up to the full retail price of the Leased Equipment and accessories.

12. INDEMNIFICATION

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMCAST AND ITS EMPLOYEES, AFFILIATES,

SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (A) YOUR USE OF THE SERVICE OR LEASED EQUIPMENT OR PURCHASED EQUIPMENT; (B) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (C) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

13. WARRANTIES AND LIMITATION OF LIABILITY

a. Limited Warranty. THE SERVICE IS PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." COMCAST, ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR THE INFORMATION AVAILABLE THROUGH THE SERVICE. COMCAST, ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS CANNOT AND DO NOT GUARANTEE THAT THE SERVICE WILL BE ERROR-FREE, CONTINUOUSLY AVAILABLE, OR AVAILABLE AT A GIVEN SPEED OR SIGNAL STRENGTH, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE SERVICE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION AND MOBILE WIDEBAND TECHNOLOGY, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THE SERVICE OR ANY MATERIAL ACCESSIBLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM, UPLOADED OR OTHERWISE PROVIDED THROUGH THE SERVICE.

b. Limitation of Liability.

1. Application. The limitations set forth in this Section apply to any acts, omissions, and negligence or Comcast and its underlying third-party service providers, agents, suppliers (and their respective officers, employees, agents, contractors or representatives) which, but for this provision, would give rise to a cause of action in contract, tort or under any legal doctrine.

2. Customer Equipment. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF LEASED EQUIPMENT OR PURCHASED EQUIPMENT AND THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER COMCAST NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMCAST, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS, WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF

THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

3. Other Services or Equipment. BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST COMCAST FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE LEASED EQUIPMENT, PURCHASED EQUIPMENT, CUSTOMER EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 11.

4. Software. When you use certain features of the Service, such as online features (where available), you may require special software, applications, and/or access to the Internet. Comcast makes no representation or warranty that any software or application installed on or downloaded to Leased Equipment, Purchased Equipment or Customer Equipment, or available through the Internet does not contain viruses or other harmful features. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In addition, as part of the installation process for the software and other components of the Service, system files on your Customer Equipment may be modified. Comcast does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including, without limitation, your computer(s), or cause the loss of files. Comcast does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including, but not limited to, your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

5. Disruption of Service. The Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to severe injury to business, persons, property, or environment ("High Risk Activities"). These High Risk Activities

may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. In all other cases of an interruption of the Service, you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of the Service interruption and excludes all nonrecurring charges, one-time charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE. Any credits provided by Comcast are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Comcast.

6. Third Parties. Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Service, including, without limitation, their services, equipment, infrastructure, or content. Comcast is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Service. Comcast shall not be bound by any undertaking, representation or warranty made by an agent or employee of Comcast or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Service, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that of content providers (whether or not accessible directly from the Service). Except as otherwise expressly provided for, we do not endorse, support or warrant any third-party products, services, or content that are distributed or advertised over the Service.

7. Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER COMCAST NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a)

YOUR RELIANCE ON OR USE OF THE LEASED EQUIPMENT OR PURCHASED EQUIPMENT OR THE SERVICES OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICES (INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE, THE LEASED EQUIPMENT, PURCHASED EQUIPMENT OR THE CUSTOMER EQUIPMENT; OR

(B) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE LEASED EQUIPMENT, THE PURCHASED EQUIPMENT OR THE SERVICES BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

c. Customer's Sole Remedies. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast and its employees, affiliates, suppliers, agents, and contractors is limited to the maximum extent permitted by law.

d. Survival of Limitations. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

14. Binding Arbitration

a. Purpose. If you have a Dispute (as defined below) with Comcast that cannot be resolved through the informal dispute resolution processes described in this Agreement, you or Comcast may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury.

b. Definitions. As used in this Provision, the term "Dispute" means any dispute, claim or controversy between you and Comcast regarding any aspect of your relationship with Comcast that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision (with the exception of the enforceability of the

class action waiver clause provided in paragraph F(2)). "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Provision, "Comcast" means Comcast Cable Communications, LLC., its officers, directors, employees and agents, and all entities using the brand name "Comcast", including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies. As used in this Provision, the term "Arbitration Provision" means all the terms of this Section 14.

c. Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMCAST IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY VISITING WWW.COMCAST.COM/ARBITRATIONOPTOUT, OR BY MAIL TO COMCAST, ONE COMCAST CENTER, PHILADELPHIA, PA 19102 ATTN: LEGAL DEPARTMENT/ ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMCAST MUST INCLUDE YOUR NAME, ADDRESS AND COMCAST ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMCAST THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMCAST OR THE DELIVERY OF SERVICES TO YOU BY COMCAST. IF YOU HAVE PREVIOUSLY NOTIFIED COMCAST OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

d. Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or Comcast elect to resolve your Dispute with Comcast through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may select from the following arbitration organizations, which will apply the appropriate rules for consumer claims to arbitrate the Dispute:

1. American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org
2. National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405-0191, 1-800-474-2371, www.arbitration-forum.com

e. Arbitration Procedures. Because the service provided to you by Comcast concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Comcast may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration, however, shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the rules of the arbitration organization chosen, this Arbitration Provision shall govern. If the arbitration organization that you select will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Comcast. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint a service that will enforce the Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. You should know that participating in arbitration may result in limited discovery depending on the rules of the arbitration organization that is chosen to resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer

account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization.

The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (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 exists under the FAA.

f. Restrictions:

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO SECTION 6 OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.
2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED 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 UNLESS THE STATUTE UNDER WHICH YOU ARE SUING PROVIDES OTHERWISE.
3. ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH COMCAST UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

g. Location of Arbitration. The arbitration will take place at a location, convenient to you, in the area where you receive the service from us.

h. Payment of Arbitration Fees and Costs. COMCAST WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN COMCAST'S FAVOR, YOU SHALL REIMBURSE COMCAST FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE COMCAST FOR ANY OF THE FEES AND COSTS ADVANCED BY COMCAST. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, COMCAST WILL PAY ALL FEES AND COSTS WHICH IT IS REQUIRED BY LAW TO PAY.

i. Severability. If any clause within this Arbitration Provision (other than the class action waiver clause identified in paragraph F(2)) is found to be illegal or unenforceable, that clause will be severed from the Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court.

If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Comcast have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

j. Exclusions from Arbitration. YOU AND COMCAST AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY COMCAST THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT WHICH 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; (4) ANY DISPUTE THAT ARISES BETWEEN COMCAST AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. SECTION 522(9); AND (5) ANY DISPUTE THAT YOU PURSUE BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

k. Continuation. This Arbitration Provision shall survive the termination of your service with Comcast.

SPECIAL NOTE REGARDING ARBITRATION FOR CALIFORNIA AND WASHINGTON CUSTOMERS:

IF YOU ARE A COMCAST CUSTOMER IN CALIFORNIA OR WASHINGTON, COMCAST WILL NOT SEEK TO ENFORCE THE ARBITRATION PROVISION ABOVE UNLESS WE HAVE NOTIFIED YOU OTHERWISE.

15. Security

To the extent Comcast is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Comcast's information security policy to provide such notice by sending notice via first class U.S. postal mail or overnight mail to your address; by sending notice to the e-mail address on Comcast's account records or by hand delivery.

16. Miscellaneous

a. Entire Agreement. This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and they replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If Comcast fails to insist upon or enforce strict performance of any provision of this Agreement, it shall 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.

b. Additional Representations and Warranties. In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

1. Age: You are at least 18 years of age.

2. Customer Information: During the term of this Agreement, you have provided and will provide to Comcast information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us.

c. Information Provided to Third Parties. Comcast is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Services. You assume all privacy, security and other risks associated with providing personally identifiable information to third parties via the Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

d. Revocable License. The Service, Leased Equipment and Purchased Equipment, including but not limited to any firmware or software embedded in the Leased or the Purchased Equipment or used to provide the Service, are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Leased Equipment or the Purchased Equipment or used to provide the Service. You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

e. Protection of Comcast's Information and Marks. All Service information, documents, and materials on our Web sites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Comcast and its affiliates are and shall remain the exclusive property of Comcast. Nothing in this Agreement shall grant you the right or license to use any of the marks.

f. Export Laws. You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

g. Retention of Rights. Nothing contained in this Agreement shall be construed to limit Comcast's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Comcast and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Comcast's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP, web space addresses and voice mail. We shall have no liability whatsoever as the result of the loss of any such data, names or addresses.

17. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT

We will provide you notice of changes to this Agreement consistent with applicable law ("Notice"). Comcast may deliver any required or desired notice to you in any of the following ways, as determined in our sole discretion: (1) by posting it on www.comcast.net, www.comcast.com or another website about which you have been notified; (2) by sending notice via first class U.S. postal mail or overnight mail to your billing address; (3) by sending notice to the e-mail address on Comcast's account records; or (4) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective.

**ADDITIONAL PROVISIONS APPLICABLE TO COMCAST HIGH-SPEED 2GO
SERVICE**

CONNECTION MANAGER

Your access to the Service requires use of connection manager software ("Connection Manager") currently provided by a third party, Smith Micro Software, Inc. ("SMSI"). The following terms and conditions represent the end user license agreement ("EULA") between you and SMSI and is enforceable by or against the Manufacturer (as defined below). This EULA is binding on you to the extent you use the provided SMSI Connection Manager. Any other connection manager software installed or used by you will be deemed a Non-Recommended Configuration. Comcast makes no warranty whatsoever with regard to the Connection Manager, but provides it only for your convenience. Any questions regarding the SMSI Connection Manager must be directed only to Comcast at 866-206-2182. Please read this EULA carefully. It includes many important terms, some or all of which may apply to the Service.

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