

WAVE[®]

BROADBAND

Cable • Internet • Phone

RESIDENTIAL SERVICE PROTECTION PLAN

At Wave, we believe in providing the best value for the highest quality service, and when it comes to service, that means providing our customers with peace of mind by offering Wave's Residential Service Protection Plan.

This Statement will give you an overview of Wave's Residential Service Protection Plan's Definitions, Terms and Conditions and how we will apply them in specific situations.

RESIDENTIAL SERVICE PROTECTION PLAN

RESIDENTIAL SERVICE PROTECTION PLAN DEFINITIONS, TERMS AND CONDITIONS

PLEASE CAREFULLY READ THE FOLLOWING. YOUR AGREEMENT IS INDICATED BY YOUR PAYMENT OF THE RELEVANT CHARGES ON YOUR BILL.

PLAN DEFINITIONS:

This Service Protection Plan (this "Plan") is offered by Wave Broadband ("Wave," "we" or "our") to Wave residential telephone customers, Wave cable television customers and Wave high speed data customers ("you" or "your").

This Plan covers residential service calls that relate to Inside Wiring. "Inside Wiring" is wiring that is owned by you and begins at the "Demarcation Point," (that is the point 12 inches outside your residence) and extending to your television set(s), high speed internet modem(s), telephone(s) or other customer premises equipment connected to a service Wave provides in your home. This Plan also includes (i) customer education service calls on Wave equipment and services, (ii) identifying whether the source of a service problem resides within the Inside Wiring, and (iii) identifying if the service problem resides within your on-premises equipment. Without this Plan, Wave may repair Inside Wiring but will have to charge you certain fees based upon the time required to complete the maintenance activity. Repair and maintenance beyond the Demarcation Point is the responsibility of Wave except for deliberate damage to, or pre-existing problems with the wiring on the outside of your home.

PLAN TERMS AND CONDITIONS:

This Plan applies only to customers who subscribe to Wave's residential video service, residential high-speed cable Internet service and/or residential phone service. This plan covers only Inside Wiring connected to the Wave services.

Specifically, this Plan does not cover inside wiring used to deliver the following services:

1. Non-standard telephone systems such as PBX or fixed wireless services;
2. Video or data transmission services delivered by Direct Broadcast Satellite, Multi-channel Multi-point, C-Band Satellite, fixed wireless providers and other providers;
3. Digital Subscriber Lines ("DSL") or similar high-speed data lines, video or phone offerings provided by an existing or competitive local exchange carrier; and
4. Home LAN (Local Area Network) wiring.

In addition to Inside Wiring, this Plan includes repair and replacement of jumper cables, amplifiers purchased from Wave, connectors, splitters, phone jacks and extensions from the Demarcation Point to your television set(s), high-speed Internet modem(s), telephone(s) or other customer premises equipment connected to a service Wave provides. At our discretion, Wave will determine the manner in which repairs will be made and the color and specifications of replaced wire, jacks and connecting blocks. Surface mounting is the standard for replaced wiring and jacks.

This Plan is effective the day you order the Plan. Charges for this Plan and any other terms or conditions applicable to this Plan may change at any time following at least 30-days prior written notice. Such notice may be provided in the form of a message included with or as part of your monthly bill or an update posted on Wave's website.

This Plan is optional and covers all Wave Inside Wire-related service calls, for as long as you subscribe to this Plan. This Plan may be cancelled at any time; however, if you cancel this Plan within the 60 day period immediately after your request for a service call you will be charged Wave's full service call rate.

Wave may cancel this Service Protection Plan if you fail to pay the applicable charges in a timely manner or in cases of abuse. For example, if you repeatedly cause or permit damage to occur to Inside Wire or Wave equipment.

If a repair is not covered under this Plan you may: (i) make the repair yourself, (ii) hire an outside contractor to make the repair, or (iii) have Wave make the repair at its standard billing rate and in accordance with industry standards.

If your Wave service is located in rented/leased facilities, military housing, condominiums or cooperative dwellings, you should determine whether you are responsible for repairs to your Inside Wire prior to subscribing to this Plan. Wave customers residing in multiple dwelling units, such as apartments, condominiums or other group facilities, please note that this Plan covers wiring, which runs from the wall jack/outlet inside the unit to the customer premise equipment. Cutting and replacing drywall is not included. Drilling, wall fishing or threading new tunnels in the walls for running cable or wire is not included.

EXCLUSIONS – What is NOT included in the Service Protection Plan:

- This Plan does not cover repair or installation of customer premises equipment (e.g., television sets, DVD players, home entertainment systems, surround sound equipment, fax machines, computers, scanners, printers, external or

peripheral devices, telephones, answering machines, game consoles, home security systems, etc.); however, customers subscribing to this Plan will not pay for a service visit, even if the Wave technician discovers that the trouble is within the customer's equipment.

- This Plan does not cover initial installation or installation of primary or additional Internet outlets, cable outlets or telephone jacks.
- This Plan does not cover the move/relocation or reconfiguration of existing internet outlets, cable outlets and telephone jacks.
- This Plan does not cover computer configuration assistance.
- This Plan does not cover Inside Wire that is not standard. Standard Inside Wiring is wiring that meets the specifications outlined in the National Electrical Code and the Electronic Industry Association standards and has been installed in accordance with these standards.
- This Plan does not cover repeated or intentional customer damage to Wave equipment and wiring.
- This Plan does not cover repair of wiring for boat slips and special boat cords and jacks.
- This Plan does not cover jacks located outdoors except for waterproof jacks located on the exterior of your premises.
- Wave will not be required to perform any service if any asbestos or other environmental/health hazards exists.
- This Plan does not cover Inside Wire rendered defective by negligence, willful damage or vandalism.
- This Plan does not cover Inside Wire rendered defective by faulty and/or improperly installed equipment.
- This Plan does not cover Inside Wire that was not included or was defective when service was ordered.
- Wave will not be responsible for repairs to equipment or parts purchased or installed by you or on your behalf without the prior approval of Wave.
- This Plan does not cover situations in which Wave is prevented from accessing the Inside Wire, for example, by the owner of the property, the government or military authorities (e.g., if you live on a military base), or by your landlord.
- This Plan does not cover inspections for realtors or certification of wiring for sale of your home.
- This Plan does not cover the repair or installation of wire concealed within a wall (e.g., wire that is wall fished).
- This Plan does not cover rewiring or damage to equipment inside your home after a home is destroyed or damaged by fire, flood, earthquakes, acts of nature, vandalism, gross negligence or willful damage.

CUSTOMER RESPONSIBILITY

If the work you request requires conduit cutting and patching of finished walls, floors and ceilings or structure modification, you are responsible for arranging to have such work performed by other persons.

After each repair or visit, you have the responsibility to reestablish the connection or verify proper functioning of any telephone transmitting, dialing or answering equipment connected to your Inside Wire such as automatic dialers, fire and burglar alarms, meters, sensors, answering devices and telephones. It is also your responsibility to reprogram any telephone numbers or codes that have been extinguished as a result of the line or any equipment being disconnected during our tests. In addition, it is your responsibility to verify the functioning of any DVD players, VCRs, Surround Sound, PIP, Xbox, computer, etc.

CHARGES AND TAXES

You agree to pay our current charges for Wave's Service Protection Plan, as well as any taxes and fees assessed against either you or Wave on the charges (other than income taxes payable by Wave). Additional fees may apply for work performed that is not covered by this Plan. For current pricing, please call our Customer Service Center.

DISCLAIMER OF WARRANTY

Wave hereby expressly disclaims all and any implied warranty of fitness for a particular purpose, or any implied warranties not expressly granted in this Plan.

LIMITATION AND EXCLUSION OF LIABILITY

Wave shall not be liable for delays or failure to perform Inside Wire repair or installation service due to circumstances beyond our reasonable control (e.g., labor strikes, natural catastrophes, civil disturbances, weather, material shortages, unusual workloads or other causes beyond our reasonable control).

Wave shall not be responsible or liable for defacement or damage to customer premises occasioned by drilling of holes, or in the attachment and removal of wiring and equipment with standard screws, staples, hooks, fasteners and adhesives when performed in a workmanlike manner.

Wave shall not be liable under any circumstances for incidental or consequential damages, including but not limited to lost profits directly or indirectly arising from the performance or non-performance of repair service or from the malfunctioning or non-functioning of apparatus connected to your Inside Wire.

CHANGES TO TERMS AND CONDITIONS

Wave reserves the right to discontinue offering this Plan, or to amend the terms and conditions of the Plan, including increasing the prices, by giving Customers at least thirty (30) days notice. This notice may be in the form of a message included with or as part of your monthly bill or by an update posted on our website. By paying the monthly charge after the effective date of the notice, you agree to be bound by the amendment or change in charges.

ENTIRETY OF AGREEMENT

No representative of Wave has authority to make any representation, promise, guarantee or warranty to you other than that stated in writing in this Plan. This Plan is a supplement to our standard terms and conditions of residential service, which were provided to you upon our initial installation and are available on our website www.wavebroadband.com, and constitutes the complete and exclusive agreement and understanding between Wave and you concerning the provision of this Residential Service Protection Plan.

CONTACT WAVE IF YOU HAVE QUESTIONS.

If you have any questions about our policies described in this Statement, please call 1-866-928-3123 or visit your local Wave Broadband office at the address listed on your bill (or, if you have not yet been billed, on the service order you signed to subscribe to the service).

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