

## GUIDENOW SERVICE AGREEMENT

THIS AGREEMENT is by and between CableNOW Corporation LLC, an Ohio Corporation, located at 815 E. Tallmadge Ave. Suite B, Akron, OH 44310 and the company listed as the Operator on the Customer Information Form of this agreement. Whereas CableNOW Corporation is in the business of providing cable television listing service, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, CableNOW Corporation and Operator agree to the terms herein.

1. GUIDENOW EQUIPMENT. The Operator, by means of lease or purchase, owns or will own the GuideNOW equipment used for providing guide data listings. Operator is responsible for the on-site maintenance of the equipment and for providing a suitable climate controlled environment the operation of the equipment. Operator is responsible for the installation of the equipment and for supplying an RF modulator or other distribution means to provide service within the cable TV distribution system. Output of the GuideNOW system is both NTSC video and SVGA. GuideNOW equipment is warranted during the entire term of service with repair or replacement costs provided by CableNOW Corporation provided any defect is not caused by water damage, excessive heat, electrical surges, connection to any other Internet site, viruses or abuse. The determination of the nature of the defect upon evaluation is at the sole discretion of CableNOW Corporation.

2. INTERNET CONNECTION. Operator agrees to provide a 24/7 reliable high-speed Internet connection and to have available a contact person on-site to assist in the event troubleshooting is required. In the event the Operator's Internet connection becomes unreliable or fails, Operator agrees to hold CableNOW Corporation harmless from any temporary loss of programming service that may occur as a result of such outage.

### 3. INITIAL SET-UP and CHANNEL CHANGES

Operator will provide an initial channel line-up to CableNOW Corporation using the form provided to initially launch the system. After the initial launch, Operator will be responsible for making any channel changes to the line-up using the on-line management software with password protected access.

4. PRICING AND PAYMENT. Pricing will be fixed during the term of this agreement. Operator is responsible for paying total price of service for the entire term. Payment is due 30 days in advance prior to the 1st day of each month for programming. Invoice amount for the first month of service will be pro-rated based on the date of activation. A 1.5% per month interest charge will accrue on delinquent balances compounded monthly from the date due until payment is received. In the event payment becomes delinquent for any monies due for any services, programming may be suspended and Operator declared in default. In the event programming service is suspended due to Operator's nonpayment, a \$100 per headend reconnection fee is due prior to reactivation of programming in addition to any past due and accrued interest amounts

5. TERM. The term of this agreement begins with the submission of this agreement. Billing will begin on the first day of online activation by CableNOW Corporation. This agreement will automatically renew for a time period the same as the initial term unless System Operator notifies CableNOW Corporation by certified mail ninety (90) days prior to the last day of the initial term. In the event of price increases for any subsequent terms, CableNOW Corporation will advise Operator of any price changes 30 days prior to the notification date of the expiring term.

6 CONTENT & INDEMNITY. The Operator and CableNOW Corporation agree to mutually indemnify each other and hold harmless from all costs and expenses arising from any breach of this agreement by the other. Operator has sole control over content and sale of advertisements on the Advertising/Messaging version and indemnifies CableNOW Corporation from any claims resulting from any content posted by Operator. Although every effort is made to provide accurate data listings, no warranty is made by CableNOW as to the availability or accuracy of any content or data provided. In the event the Operator's Internet connection becomes unreliable or fails, Operator agrees to hold CableNOW Corporation harmless from any temporary loss of programming service that may occur as a result of such outage.

7. MISCELLANEOUS. Neither party shall be liable for a breach of this agreement arising out of matters beyond its reasonable control, i.e. acts of God. The parties are in a buyer-seller relationship only and are

Operator Initials: \_\_\_\_\_ CableNOW Corporation Initials: \_\_\_\_\_

not partners or party to a joint venture. Both obligations and benefits of this agreement are binding to any successors and either party may assign this agreement upon (30) days written notice to the other party and any such assignment shall be binding to the successor. This agreement shall be construed according to the laws of Summit County, Ohio, and venue in any action shall be in same. Failure on the part of CableNOW Corporation in any instance to exercise any of the rights reserved to it hereunder shall not be deemed a waiver by it of such rights for the future or of other rights. If any provision of this agreement is found to be unenforceable or prohibited by law, that portion of the agreement shall be removed and the remainder of the terms and conditions to remain in effect. This agreement supersedes any prior oral or written agreements between the parties. This is the complete agreement of the parties and may not be changed except in writing signed by all parties.

8. AUTHORITY. Each party represents and warrants that it has the authority to enter into this agreement and grant the rights described herein.

Operator Initials: \_\_\_\_\_ CableNOW Corporation Initials: \_\_\_\_\_

**Please fill out and fax back to 330-633-0006**

**Acceptance:**

CableNOW Corporation

Operator

Signature \_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Federal Tax I.D. #

\_\_\_\_\_

Tax exempt: yes no  
\_\_\_ Attach tax exempt certificate  
###

Operator Initials: \_\_\_\_\_ CableNOW Corporation Initials: \_\_\_\_\_

Property Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ email: \_\_\_\_\_ phone: \_\_\_\_\_

Billing Information: \_\_\_ same as property

Name \_\_\_\_\_

Same info \_\_\_\_\_

Internet connection type: \_\_\_\_\_ LAN \_\_\_\_\_ DSL \_\_\_\_\_ Broadband

Type of Service

\_\_\_ GuideNOW standard full screen listings

\_\_\_ Guide Now with Weather

\_\_\_ GuideNOW Advertising/Messaging

Term: \_\_\_ 24 months \_\_\_ 48 months

Rate per month: \_\_\_\_\_

Equipment purchase price: \$ 1795.00\_

Payment terms: \_\_\_ check for full amount

\_\_\_ MC/VISA for full amount

\_\_\_ 3 monthly payments of \$ \$ 650 each

\_\_\_ to be leased 3<sup>rd</sup> party, (subject to approval)

# of channels at time of initial launch: \_\_\_

# of subscribers: \_\_\_\_\_

Operator Initials: \_\_\_\_\_ CableNOW Corporation Initials: \_\_\_\_\_