



RCN Service Protection Plan

Service Protection Plan Definitions, Terms and Conditions.

Plan Definitions:

This Service Protection Plan (the "Plan") covers service calls that (1) require repair to twisted pair telephone wiring, RCN cable television wiring and/or RCN cable Internet service wiring located inside the customer's home, and/or (2) identify whether the source of a service problem resides within the inside wiring or the customer's on-premise equipment. Inside wiring covered under this plan is owned by the customer or a third party and is defined as wiring that begins at the "Demarcation Point," which begins twelve (12) inches outside the customer's residence and extends to the individual phone jacks, cable and Internet outlets and extensions in the home. Without the Plan, RCN can repair inside wiring but will have to charge a Service Call Fee. Repair and maintenance beyond the Demarcation Point is the responsibility of RCN except for non-RCN telephony customers where the wiring is owned by another telephone service provider, or unless there is deliberate damage to, or pre-existing problems with the wiring on the outside of the home.

Plan Terms and Conditions:

The Plan only applies to customers that subscribe to RCN video service, RCN data service and/or RCN voice service. The Plan only covers inside wiring associated with the RCN services including twisted pair telephone service whether provided by RCN or provided by other local exchange (telephone) companies. Specifically, the 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, CBand, fixed wireless providers and other providers, 3) Digital Subscriber Lines ("DSL") or similar data lines or video offering provided by an existing or competitive local exchange carrier. In addition to inside wiring, the Plan includes repair and replacement of jumper cables, amps, connectors, splitters, phone jacks and extensions within the Demarcation Point.

The Plan is optional and covers all inside wire-related service calls, pursuant to the Plan's terms, for as long as the customer subscribes to the Plan. The Plan may be cancelled at any time; however, if the Plan is cancelled within six (6) months of a service call the customer will be charged the full service rate for the service call. The Plan does not cover repair to customer

premise equipment (i.e. TV, DVD player, surround sound, faxes, scanners, printers, external devices, telephones, etc.); however, customers subscribing to the Plan will not pay for a service visit even if the RCN technician discovers that the trouble is within the customer's equipment. The Plan does not cover initial installation or installation of primary or additional data or cable outlets or telephone jacks or the move or reconfiguration of existing data or cable outlets and telephone jacks. Additional fees may apply for work performed that is not covered by this Plan. The Plan is effective the day the customer orders the Plan. Charges for the Plan and any other terms or conditions applicable to the Plan may change at any time with at least thirty (30) days prior written notice to customer. The Plan does not cover the repair of wire concealed within a wall (i.e. wire that is wall fished). If the repair is not covered under the Plan the customer may: 1) make the repair themselves, 2) hire an outside contractor, or 3) have RCN perform the repair at its standard billing rate and in accordance to industry installation standards. The Plan does not cover rewiring after a home is destroyed or damaged by fire, flood, earthquake, acts of nature, vandalism, gross negligence or willful damage. RCN customers residing in multiple dwelling units, such as apartments, condominium or other group facility, please note that under the laws of some states or applicable agreements, landlords and not tenants, may be responsible for repair to and maintenance of some or all inside wiring. The customer must contact their landlord or building manager to determine responsibility. Except as expressly set forth herein, and as permitted by law, RCN shall not be liable for any damages (including indirect, incidental, punitive or consequential damages of any kind) arising from services performed under this Plan. RCN makes no warranties, express or implied, under the Plan and specifically disclaims any warranty of merchantability or fitness for a particular purpose. The Plan is not an insurance program, or any other type of similar program that covers damages of any kind, and customer's payments under the Plan shall not be considered to be an insurance premium. The Plan is subject to RCN's standard terms and conditions. Other restrictions may apply.