

TERMS AND CONDITIONS: TV

Business Services

This agreement applies to business clients only.

For business customers, TV is sometimes referred to as “video” or “media.” All of these products are subject to the following terms and conditions.

This agreement supplements the “Master Service Agreement for Business Services” and the “Terms and Conditions: General” for those Clients receiving access to TV services. Clients who contract for business services should reference <https://rtconline.com/legal/rtc-terms-and-conditions> for all applicable policies.

The terms contained herein apply in addition to the terms provided in the “Master Service Agreement for Business Services” and the “Terms and Conditions: General.” Where there is a conflict between the “Master Service Agreement for Business Services” and this specific set of terms specific to TV services, this document prevails. Where there is a conflict between the general terms set forth at <https://rtconline.com/legal/rtc-terms-and-conditions> including the terms set forth in the “Terms and Conditions: General” document, the TV-specific terms set forth below prevail.

Client agrees to pay applicable fees and charges tariffed or as specified online at www.rtconline.com for RTC. Such information may also be obtained by calling Customer Service for RTC at 888-611-6111.

PROGRAMMING SERVICE.

Provider shall provide to designated locations on the premises, including real estate, land and improvements on land, buildings, shops, stores, apartments, or other designated structures. The programming channels and signals, hereinafter referred to as “service(s),” which may be modified from time-to-time by Provider in its sole discretion. At all times during the term of this Agreement, Provider will deliver to the premises its standard channel lineup for the service, except as otherwise required by applicable law.

The Client acknowledges and agrees that (i) the programming and information contained in the service may not be changed or altered by Client or its agents; (ii) delivery of the service to the premises and the use of the service by Client is subject to the applicable laws, rules and regulations of federal, state and local governments; (iii) because Provider makes use of certain programming owned by others in providing the Service, Provider is not guaranteeing the provision or future availability of any particular program or channel, and the Client will make no claims nor undertake any legal action against any person or entity, including Provider, if certain programming is interrupted, discontinued or substituted; and (iv) if the Client engages in a public performance of the copyrighted material contained in the Service, the Client, not Provider, shall be responsible for obtaining any necessary public performance licenses.

ACCESS TO PREMISES.

Client gives Provider the right and license for the Term of this Agreement to enter the premises during reasonable hours to install, connect, disconnect, transfer, inspect, improve, maintain, service, repair, remove and/or replace any portion of the equipment and/or Internal Distribution System (as hereinafter defined) used to provide the service, and to do all other things necessary to ensure its continued operation. Upon expiration of the Term or earlier termination of the service in accordance with this Agreement, Provider shall have the right and license to enter the premises and remove its equipment and any Internal Distribution System installed by Provider, subject to the provisions set forth herein. The Parties agree to cooperate fully and promptly in carrying out this Agreement.

INTERNAL DISTRIBUTION SYSTEM.

The "Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the service to the designated locations on the premises.

If an Internal Distribution System now exists on the premises, Provider shall inspect such facilities, at Client's expense, to determine if it meets current FCC and Provider specifications. If Client's existing Internal Distribution System is usable, as reasonably determined by Provider, Client grants to Provider during the Term of this Agreement the right and license to use this Internal Distribution System to deliver the service to the premises. Provider reserves the right to discontinue the service immediately if it is determined that the Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Provider shall have the right to modify Client's Internal Distribution System to facilitate the delivery of the service to the premises, subject to receiving Client's prior consent, which shall not be unreasonably refused. Ownership of such Internal Distribution System shall remain with Client, subject to the use of such system by Provider pursuant to this Section.

In the event an Internal Distribution System does not exist within the premises, or if the existing Internal Distribution System is not usable by Provider, Provider will install an Internal Distribution System in the premises. The Internal Distribution System to be installed by Provider will meet all applicable FCC specifications and will be installed in a workmanlike manner. Ownership of such Internal Distribution System shall be and remain in Provider and shall be used exclusively for Provider operations unless such system is transferred by Provider as provided herein.

Upon expiration of this Agreement, or upon its termination for any reason, Provider shall, at Client's option: (i) enter the premises and remove its equipment and the Internal Distribution System (including internal wiring) installed by Provider; or (ii) offer to sell to Client the Internal Distribution System installed by Provider at a cost equal to Provider's investment (including materials, labor and overhead) in the Internal Distribution System.

All equipment, including Client reception equipment, provided by Provider that is used to distribute and receive the service throughout the premises is and shall remain the property of Provider and shall be used exclusively for Provider operations.

Provider will maintain the Internal Distribution System in a workmanlike manner in accordance with all applicable codes, regulations, or laws. Any damage caused to the premises by Provider during installation, maintenance, repair, or removal of the Internal Distribution System will be repaired to the reasonable satisfaction of Client.

During the term of this Agreement, the Client will not, nor will it permit others, to (i) use the Internal Distribution System in a manner that causes interference to or is otherwise incompatible with Provider's service and equipment or Provider's rights under this Agreement; or (ii) modify, or connect any other device to, the Internal Distribution System if such action could reasonably be expected to interfere with Provider's rights under this Agreement. Provider shall be entitled to reasonable compensation from third parties for any permitted use of any Provider installed Internal Distribution System, which third party use shall be at Provider's sole discretion.

INDEMNIFICATION AND LIMITATION OF LIABILITY.

PROVIDER SHALL NOT BE LIABLE FOR DAMAGES FOR TEMPORARY INTERRUPTION OR OUTAGE OF THE SERVICES REGARDLESS OF THE CAUSE. PROVIDER SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF THE SERVICE UNLESS CAUSED BY THE NEGLIGENCE OF PROVIDER. UNDER NO CIRCUMSTANCES WILL PROVIDER BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL

DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.