

TRIPLE PLAY BUNDLE CUSTOMER AGREEMENT
THIS AGREEMENT CONTAINS IMPORTANT INFORMATION
REGARDING
YOUR RIGHTS AND OBLIGATIONS AND CLEAR CREEK
COMMUNICATIONS
PLEASE REVIEW IT CAREFULLY.

1. This Triple Play Bundle Customer Agreement (the "Agreement") sets forth the terms and conditions covering your purchase of a bundle of eligible services, as described in the Clear Creek Communications tariff, attached to this agreement in Appendix A and by this reference incorporated herein. Triple Play Bundles are available for a two year term. The services to which you have subscribed that are elements of the Triple Play Bundle you selected are collectively referred to in this Agreement as the "Services". A copy of this Agreement also is available at www.cmmtc.com.

2. **ACCEPTANCE**

You **MUST** accept this Agreement, either electronically or by returning the Customer Acceptance Form accompanying this Agreement, within 30 days of the later of (1) your order date or (2) the installation of all your Services. Clear Creek Communications must receive your electronic acceptance or Customer Acceptance Form prior to the expiration of this 30 day period. If you do not accept this Agreement within this 30 day period, you will not receive the discounts associated with the Triple Play Bundle you selected and you will be charged the existing higher, non-discounted month-to-month rates for your Services.

3. **EFFECTIVE DATE; MINIMUM TERM; APPLICATION OF DISCOUNTS**

- A. This Agreement is effective beginning on the date you ordered your Triple Play Bundle. The Agreement will terminate two years from the date that all the Services in your Triple Play Bundle are fully provisioned (the "Minimum Term") or until terminated by the parties as permitted by this Agreement.
- B. You will begin receiving the discounts associated with your Services once all the Services have been provisioned and/or installed.

4. **RATES, TERMS AND CONDITIONS FOR EACH SERVICE ARE PART OF THIS AGREEMENT**

- A. You agree to pay the fees applicable to your Service or Triple Play Bundle on a monthly basis and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) Early Termination Fees, and j) other recurring and nonrecurring charges associated with the Triple Play Bundle you have selected. These taxes and fees may change during the term of this Agreement without prior notice to you. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds.
- B. You acknowledge that any equipment provided by Clear Creek Communications at all times remains the property of Clear Creek Communications. You agree not to sell, transfer, lease or assign any interest in or encumber all or any part of

the equipment. You further agree to return such equipment within 30 days following termination or allow Clear Creek Communications reasonable access to your premises to retrieve the equipment. Equipment must be returned in the condition received, ordinary wear and tear excepted. If the equipment is not returned within 30 days following termination, you do not allow Clear Creek Communications to retrieve the equipment or you do not return the equipment in satisfactory condition, you agree to pay the then-current replacement cost of such equipment.

- C. Appendix A sets forth the promotional Triple Play Bundle discounted rates available as of the date of this Agreement. Such rates may be changed at any time during the Minimum Term as set forth in Section 7. At the end of the Minimum Term, your Services will continue on a month-to-month basis and the Services will be billed at the applicable then-current, non-discounted month-to-month service rates. If you cancel a Service that is a part of the Triple Play Bundle, the remaining Services will be billed at the applicable then-current, non-discounted month-to-month service rate.
- D. We may discontinue your Service without notice if Service charges on your bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.
- E. If any portion of your bill is not paid by the due date, we may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. The late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If we use a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorney's fees.
- F. This Agreement incorporates by reference all applicable agreements, tariffs and any other documents setting forth the rates, terms and conditions of each Service. If any terms of this Agreement conflict with the terms or conditions of any of the foregoing agreements or documentation, the terms of this Agreement shall control.

5. **TERMINATION OF SERVICE; EARLY TERMINATION FEES**

- A. You agree to maintain your service for the Minimum Term.
- B. **AN EARLY TERMINATION FEE WILL APPLY IF THE SERVICES OR ANY COMPONENT OF THE TRIPLE PLAY SERVICE IS TERMINATED BY YOU OR BY US AS A RESULT OF YOUR VIOLATION OF THIS AGREEMENT BEFORE COMPLETING THE MINIMUM TERM, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.**

Early Termination Fee

- | | |
|--------------------------------------|---|
| Triple Play Value Bundle | \$120, minus \$5 for each full month of the contract term completed |
| Triple Play Essentials Bundle | \$480, minus \$20 for each full month of the contract term completed |
- C. Clear Creek Communications reserves the right to change, limit, terminate, modify or temporarily or permanently cease

providing any of the Services with or without prior notice if you violate the terms of this Agreement or violate the terms and conditions governing any of the Services contained within the Triple Play Bundle or if we elect to change the Service or a part thereof.

D. **Other Provisions Relating To Early Termination Fees.**

1. Except as described in this paragraph 5.D. and in Section 7 below, the Early Termination Fee will not apply if you cancel any (or all) Services within 30 days after you have all Services in your Triple Play Bundle installed.
2. The Early Termination Fee will not apply if you cancel your Triple Play Bundle or terminate a Service and, at the time of such termination, order and agree to a new Triple Play Bundle.

6. **INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless Clear Creek Communications from and against all liabilities, costs and expenses, including reasonable attorney's and expert's fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

7. **OTHER PROVISIONS**

- A. You agree to be subject to the acceptable use policies for each Service.
- B. This Agreement is subject to Clear Creek Communications business policies, practices and procedures. **Unless otherwise prohibited by law, we can also change rates, terms and conditions in this Agreement at any time by sending you written notice prior to the billing period in which the changes would go into effect. If you choose to use your Services after that point, you are accepting the changes. If the changes have a material adverse effect on you, however, you can end the affected Service(s) without an Early Termination Fee, by notifying Clear Creek Communications within 60 days after we send notice of the change.**
- C. In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body that causes Clear Creek Communications to believe that this Agreement may be in conflict with such rules, regulations, and orders, Clear Creek Communications may terminate or modify any or all of your Services and/or this Agreement immediately without notice.
- D. We reserve the right to modify this Agreement to reflect any change in any applicable tariff or underlying network service or component affecting the Triple Play Bundle.
- E. Clear Creek Communications failure at any time to insist upon strict compliance with any of the provisions of this Agreement will not constitute a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions will remain enforceable and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

F. You cannot assign this Agreement or any of your rights and duties under it. Clear Creek Communications may assign all or part of this Agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed.

G. You agree that the substantive laws of the State of Oregon, without reference to its principles of conflicts of laws, will govern the rights and obligations of all parties under this Agreement.

H. This Agreement, including all documents incorporated into this Agreement by reference, including the terms of service for each of the individual Services, constitutes the entire agreement between you and Clear Creek Communications with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your orders, acknowledgements or other documents, written or electronic, are void.

I. Arbitration/Mediation. Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc. or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate through either of the organizations named above or any other mediation process or mediator as the parties may agree upon.

- END -

Packages continued,

Package	Package Description:	Monthly Rate
Triple Play Contract Bundles Value	<p>Includes Telephone 'Value' package with unlimited local calling, Caller ID Name & Number, Call Waiting ID, Standard Cable, & Cable Modem Service (1Mbps download/1Mbps upload) and modem lease.</p> <p>Requires 2 year contract. Early termination fee of \$120 minus \$5 for each full month of the contract term completed applies if contract is cancelled during the contract term.</p> <p>Equipment, installation, taxes, franchise fees, surcharges and other applicable charges are extra.</p> <p>This bundle may be further discounted with 'Green' credits as defined elsewhere in this document but may not be combined with any other promotions or special offers.</p>	\$99.74
Essentials	<p>Includes Telephone 'Choice 500' Package with unlimited local calling and 500 minutes of domestic long distance, choice of four Custom Calling Features from the Choice 500 plan, Digital Select Pak with choice of HBO, Showtime/TMC or Cinemax, & Cable Modem Service and modem lease (8Mbps download/2Mbps upload).</p> <p>Requires 2 year contract. Early termination fee of \$480 minus \$20 for each full month of the contract term completed applies if contract is cancelled during the contract term.</p> <p>Equipment, installation, taxes, franchise fees, surcharges and other applicable charges are extra.</p> <p>This bundle may be further discounted with 'Green' credits as defined elsewhere in this document but may not be combined with any other promotions or special offers.</p>	\$153.57

Advice 21

Issued: January 27, 2011

Effective: March 1, 2011

Issued by: _____



Mitchell Moore, President

Appendix B

Customer Acceptance Form

By completing this form and returning it to Clear Creek Communications, either in paper form or via email, I understand that I am accepting the terms of this Triple Play Bundle Agreement for one of the following:

	Triple Play Value Bundle: Includes Telephone 'Value' package with unlimited local calling, Caller ID Name & Number, Call Waiting ID, Standard Cable, & Cable Modem Service (1Mbps download/1Mbps upload) and modem lease.	\$99.74
	Triple Play Essentials Bundle: Includes Telephone 'Choice 500' Package with unlimited local calling and 500 minutes of domestic long distance, choice of four Custom Calling Features from the Choice 500 plan, Digital Select Pak with choice of HBO, Showtime/TMC or Cinemax, & Cable Modem Service and modem lease (8Mbps download/2Mbps upload).	\$153.57

I further understand this agreement is for a two year commitment and **AN EARLY TERMINATION FEE WILL APPLY IF I CHOOSE TO TERMINATE ALL OF THE SERVICES OR IF I CANCEL A SERVICE THAT IS PART OF THE TRIPLE PLAY BUNDLE BEFORE COMPLETING THE MINIMUM TERM, EXCEPT AS OTHERWISE PROVIDED IN THE TRIPLE PLAY BUNDLE AGREEMENT.**

By checking this box I acknowledge that I have read the Triple Play Bundle Agreement and accept the terms of the Triple Play Bundle Agreement including the Early Termination Fees that may be applicable should I terminate the agreement before the end of the two year minimum term.

Customer Signature	
Customer Name	
Customer Address	
Customer Phone Number	
Customer Email Address	
Date	