

INSIGHT MIDWEST HOLDINGS, LLC INSIGHT PHONE
Consumer Services Agreement
for State-to-State and International Long Distance Services

Last Updated: August 1, 2010

THANK YOU FOR USING Insight Phone. In this Agreement ("Agreement"), "you" and "your" mean the Customer or any other person using the Service; and "we," "our," "us" and "Insight" mean Insight Midwest Holdings, LLC (doing business as Insight Phone) and any affiliates authorized to provide Services.

"Insight Phone" or "Service" or "Services" means our consumer state-to-state and international consumer long distance services that you are enrolled in, use, or pay for which we provide to you pursuant to the terms and conditions contained in the Insight Phone Service Guides available at <http://insightcom.com/tariffs.htm> ("Service Guides"). "Customer" means any person who orders and/or subscribes to the Service or who otherwise is responsible for payment for the Service.

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS LIMITATIONS OF INSIGHT'S LIABILITY AND A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT THE PARTIES AGREE TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION AND WAIVE CERTAIN RIGHTS, SUCH AS THE RIGHT TO A JURY TRIAL AND THE RIGHT TO CLASS ACTIONS.

This Agreement does not cover local services, in-state long distance services, Internet services, and/or video services. The Services covered in this Agreement are subject to billing availability and may not be available at all locations. The Service Guides contain the specific prices and charges, service descriptions and other terms and conditions not set forth in this Agreement that apply to each of your Services. You can review the Service Guides on our web site at <http://www.myinsight.com/Tariffs.asp> or request a copy by calling us toll free at the customer service number referenced on your bill.

We may also, at any time and in our sole discretion, without notice, change, add to or remove features of the Service. If you are dissatisfied with the Service after such changes, your only right and remedy is to cancel the Service. In addition, we may revise or replace this Agreement and/or any of its components at any time, in our sole discretion, in accordance with the procedures set forth in Section 9 of this Agreement.

BY ENROLLING IN, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT, AND YOU ALSO AGREE TO BE BOUND BY ANY ADDITIONAL POLICIES, TERMS AND CONDITIONS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, YOU MUST IMMEDIATELY STOP USING THE SERVICES AND CANCEL THE SERVICES IMMEDIATELY BY CALLING US AT 1-866-422-0228*.

1. BILLING AND PAYMENT.

a. General. Billing and payment obligations are dictated by, and incorporated by reference, applicable service guides, service agreements, tariffs and/or price lists. You agree to pay us for the Services at the prices and charges listed in the Service Guides. The prices and charges for any particular call may depend on a number of factors listed in the Service Guides, which

include, for example, the duration of a call, the time of day and day of week, the distance called, and the type of service. Service types include, for example, direct-dialed from home, operator-assisted, or calling card calls. The prices and charges for the Services may also include, for example, monthly fees, monthly minimums, or connection charges.

b. Price Changes. We may change the prices and charges for the Services from time to time. We may introduce new services or decrease prices without providing advance notice. Price increases will become effective no sooner than fifteen days after we post them on our web site at <http://www.myinsight.com/Tariffs.asp>. Increases to charges that recover our costs associated with government programs are effective no sooner than three days after we post the increases on our web site (excluding taxes and surcharges under 1.e.). We will provide further notices of increases to the prices and charges as follows:

For the Services covering state-to-state and international direct-dialed calls from home, we will post them on our web site at <http://www.myinsight.com/Tariffs.asp>. For the following types of calls, we will provide you the prices and charges at your request each time you make a call: collect calls; person-to-person calls; calls made with a commercial credit card or local phone company calling card; calls billed to a third party; and all types of operator-assisted calls.

d. Charges and Billing. Monthly charges for the Services start on the day we begin providing the Service, and are billed in advance. Charges for minutes-of-use are billed in arrears. For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine) and ends when one of the parties disconnects the call. Also for billing purposes, each month is considered to have thirty days. Charges accrue through the full billing period. We may prorate or adjust a bill if the billing period covers less than or more than a full month. To determine the charge for each call, we round up to the next full minute for any fraction of minutes used, and up to the next highest cent if a charge is one-half cent or more. We will determine the format of the bill and the billing period, and we may change both the bill format and the billing period from time to time.

You are responsible to prevent the unauthorized use of the Services, and you are responsible for payment for any such unauthorized use.

f. Credit Check. You give us permission to obtain your credit information from consumer credit reporting agencies at any time as permitted by law. If we determine that you may be a credit risk due to (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any Service within the last five years; (4) late payments for current or prior bills; or (5) inability to provide a social security number, we may, in compliance with state and/or federal regulations; require a deposit, require an advance payment (as permitted by state law), apply a credit limit to your account, or restrict or suspend certain features or services (e.g., international long distance) to ensure payment for the Services.

g. Credit Limits. If we bill you for Services, we may set a credit limit based on your credit risk as defined in Section f above. If we apply a credit limit based on your credit score, we will advise you in writing of your initial credit limit and all changes to your credit limit. If we are unable to perform a credit check or you are unable to provide a Social Security Number, a credit limit may be automatically applied to your account. If you exceed your credit limit, we may restrict your access to the Services, including international long distance and operator-assisted calls. Access to emergency Services (9-1-1) will not be affected by this restriction. If you fail to make timely payments, we may also lower your credit limit.

2. SUSPENDING AND CANCELLING THE SERVICES.

a. Your Cancellation of the Services. You may terminate individual Services by calling the customer service number on your bill, subject to the applicable terms and conditions in the Service Guides. This Agreement remains in effect for any Services that you continue to be enrolled in, use, or pay for.

b. Fraudulent Use. You will not use the Services for any unlawful, abusive, or fraudulent purpose, including, for example, using the Services in a way that (1) interferes with our ability to provide Services to you or other customers; or (2) avoids your obligation to pay for the Services. If we have reason to believe that you or someone else is abusing the Services or using them fraudulently or in an unlawful manner, we can immediately suspend, restrict, or terminate the Services without advance notice.

c. Failure to Pay. Upon advance written notice, we may suspend, restrict, or terminate the Services and this Agreement, if you do not make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges.

d. Other We may from time to time discontinue certain Services, subject to applicable law and regulation.

e. Outstanding Charges. If Services are suspended, restricted, or terminated, any charges will accrue through the date that we fully process the suspension, restriction or termination. You must pay all outstanding charges for these Services, including payment of any bills that remain due after the date of termination. Subject to Section 7, you must reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges owed to us. If you want us to renew the Services, we may require that you pay a deposit.

3. INDEMNIFICATION. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

4. LIMITATIONS OF LIABILITY.

NOTHING IN THIS AGREEMENT LIMITS OUR LIABILITY, IF ANY, FOR OUR WILLFUL OR INTENTIONAL MISCONDUCT.

IF OUR NEGLIGENCE CAUSES DAMAGE TO PERSON OR PROPERTY, WE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF OUR NEGLIGENCE CAUSES DAMAGE OF ANY OTHER SORT, WE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF OUR CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD. FOR ALL CLAIMS THAT ARE NOT THE RESULT OF OUR WILLFUL OR INTENTIONAL MISCONDUCT, WE WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, OR FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE OR INCREASED COSTS OF

OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR WE WERE TOLD THEY WERE POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFULL MISCONDUCT OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, MISREPRESENTATION) IT IS BASED.

WE WILL NOT BE LIABLE FOR ANY DAMAGES - AND WILL BE LIABLE ONLY FOR THE AMOUNT OF OUR CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD - IF SERVICES ARE INTERRUPTED, OR THERE IS A PROBLEM WITH THE INTERCONNECTION OF OUR SERVICES WITH THE SERVICES OR EQUIPMENT OF SOME OTHER PARTY. THIS SECTION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS

5. WARRANTIES. EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICES AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ALSO MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, OUR EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

6. CREDIT ALLOWANCES FOR INTERRUPTIONS. If an interruption or failure of Services is caused solely by Insight and not by you or a third party or other causes beyond our reasonable control, you may be entitled to a credit allowance as specified in the applicable Service Guide or tariff.

7. DISPUTE RESOLUTION.

In the event that a legal dispute arises concerning this Agreement, please be aware that these rules apply:

(a) Arbitration for Resolution of Disputes. IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. YOU CONTINUE TO HAVE CERTAIN RIGHTS TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY.

(b) Binding Arbitration. The arbitration process established by this section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16. The FAA, not state law, shall govern the ability to arbitrate all disputes between Insight regarding this Agreement and the Service. You have the right to take any dispute that qualifies to small claims court rather than arbitration. However, all other disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration, unless provided otherwise in this Agreement. This includes any dispute based on any product, service or advertising having a connection with this Agreement and any dispute not finally resolved by a small claims court. The arbitration will be conducted by one arbitrator using the procedures described by this Section. If any portion of

this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect. The provisions of this section shall survive termination, amendment or expiration of this Agreement.

(c) The Arbitrator. A single arbitrator will be selected in accordance with the rules of the American Arbitration Association (the "AAA"). The arbitration will be conducted under the applicable procedures and rules of the AAA that are in effect on the date the arbitration is filed unless this Section is inconsistent with those procedures and rules, in which case, this Section will prevail. These procedures and rules may limit the amount of discovery available to Customer or Insight. The arbitrator will apply applicable statutes of limitation, will honor claims of privilege recognized by law, and will take reasonable steps to protect customer account information and other confidential or proprietary information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by Customer or Insight. The arbitrator will make any award in writing, but need not provide a statement of reasons unless requested by a party. Upon a request by Customer or Insight, the arbitrator will provide a brief statement of the reasons for the award. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

(d) Amount of Dispute. The arbitration of any dispute involving \$10,000 or less shall be conducted in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. The AAA's Commercial Arbitration Rules and fee schedules will apply to any disputes in excess of \$10,000. You have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

(e) No Class Action or Consolidated Proceedings. NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT, OR IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON. All parties to the arbitration must be individually named. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED. Customer understands and acknowledges that by consenting to submit claims to arbitration pursuant to this Agreement, Customer may be forfeiting his or her right to share in any class action awards. This Section will not apply to any individual claims filed by Customer in a lawsuit prior to the effective date of this Agreement, nor to the claims of a class certified prior to the effective date of this Agreement. This Section will apply to all other claims, including class claims where a class has not yet been certified, even if the facts and circumstances upon which the claims are based occurred or existed before the effective date of this Agreement.

(f) Limitation of Available Damages. THE ARBITRATOR MAY NOT AWARD DAMAGES THAT ARE NOT EXPRESSLY AUTHORIZED BY THIS AGREEMENT AND SUPPORTED BY ADMISSIBLE EVIDENCE, AND MAY NOT AWARD PUNITIVE DAMAGES OR ATTORNEYS' FEES, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A STATUTE. YOU AND INSIGHT BOTH WAIVE ANY CLAIMS FOR AN AWARD OF DAMAGES THAT ARE EXCLUDED UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT LIMITS THE ARBITRATOR'S AUTHORITY TO AWARD DAMAGES THAT ARE THE DIRECT RESULT OF INSIGHT'S WILLFUL MISCONDUCT. Notwithstanding the limitations set forth in this subsection, should it become

necessary to resort to court proceedings to enforce a party's compliance with the dispute resolution and arbitration process set forth herein, and the court directs, orders or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorneys' fees, incurred by the party requesting such enforcement shall be reimbursed by the non-complying party to the requesting party. This Section does not prevent either party from seeking interim injunctive relief from a court in order to preserve the status quo or to protect assets until the arbitration has been commenced and the arbitrator has an opportunity to consider the matter of interim relief.

(g) Arbitration Information and Filing Procedures. Before Customer submits a dispute to arbitration or to small claims court, the Customer must first contact our customer account representatives at the customer service number on your Insight bill for the Insight Broadband High-Speed Broadband Internet Service and give us an opportunity to resolve the dispute. Similarly, before Insight takes a dispute to arbitration, we must first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Insight is notified by the other of a dispute, then either party may then contact the AAA in writing at AAA Service Center, 335 Madison Avenue, 10th Floor, New York, NY 10017 and request arbitration of the dispute. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at <http://www.adr.org/>. The arbitration will be based only on the written submissions of the parties and the documents submitted to the AAA relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration will be conducted at a location that the AAA selects in the state of your primary residence. Any arbitration shall remain confidential. Neither you nor Insight may disclose the existence, content or results of any arbitration or award, except as may be required by law, to confirm and enforce an award, or to the party's attorneys and/or accountants.

(h) Fees and Expenses of Arbitration. Customer must pay the applicable AAA filing fee when submitting a written request for arbitration to the AAA. The AAA's filing fee and administrative expenses for a document arbitration will be allocated according to the AAA's Rules. If you elect an arbitration process other than a document (or "desk") arbitration, you must pay your allocated share of any higher administrative fees and costs for the process you select. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party may, however, seek to recover the AAA's fees and the expenses of the arbitrator from the other party.

(i) Limitation of Claims. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE DATE THE BASIS FOR THE CLAIM OR DISPUTE FIRST ARISES.

(j) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state where the Services are being provided, excluding such state's choice of law rules.

(k) Authorized Claims. Insight and third parties who contribute to the Service may bring claims against you for violations of this Agreement.

(l) Controlling Text. The words of this Agreement, not the conduct between us or any trade practice, will control what the Agreement means.

(m) Enforcement of the Agreement. Insight's decision not to enforce a particular provision

of this Agreement does not mean that we waive the right to enforce it. We will only waive such a right in writing.

8. MISCELLANEOUS

a. No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

b. Acts Beyond Our Control. Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

c. Assignment. We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Services without our prior written consent.

d. Notices. Notices from you to us must be provided as specified in this Agreement. Notice from you made by calling us is effective as of the date that our records show that we received your call. Our notice to you under this Agreement will be provided by one or more of the following: posting on our website, bill message, bill insert, newspaper ad, postcard, letter, or e-mail (if you have provided us with an e-mail address).

e. Separability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

f. Entire Agreement. This Agreement (which incorporates applicable service guides, tariffs, service agreements and/or price lists and any other policies, terms and conditions that are incorporated herein by reference) constitutes the entire agreement between us with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, with respect to such subject matter. This Agreement can be amended only as provided in Section 9 below. No written or oral statement, advertisement, or Service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither party is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

h. Survival. All representations, warranties, indemnification obligations and limitations of liability contained in this Agreement shall survive the termination or expiration of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or expiration or which relate to the period prior to termination or expiration (including legal conditions, payment, dispute resolution terms, limitations on actions and our rights and the rights of others).

9. CHANGES TO THIS AGREEMENT

This Agreement may only be changed in the manner provided for in this Section 9. We may change this Agreement, including the incorporated Service Guides, from time to time. If we make any changes to the prices or charges, we will comply with our notice commitments described in Section 1 of this Agreement. With respect to all other changes to this Agreement,

we will notify you of the changes, and they will be effective no sooner than fifteen days after we post them at <http://www.myinsight.com/Tariffs.asp>. You may also request a copy of the revised Agreement by calling us toll free at the customer service number referenced on your bill.

IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICES AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS OR CONDITIONS, YOU AGREE TO THE CHANGES.

10. ENROLLMENT IN ANOTHER INSIGHT PHONE SERVICE

To enroll in an additional Service, or to switch from your existing Service to a different Service, you must notify us by: (1) calling the customer service number on your bill; (2) calling the customer service number provided in our marketing materials; or (3) going to our web site at <http://www.myinsight.com/Tariffs.asp> and following any further instructions provided for enrollment. The terms and conditions of this Agreement, including those in the Service Guides, will apply to the new or additional Insight Phone services.

BY ENROLLING IN, USING, OR PAYING FOR THESE NEW OR ADDITIONAL SERVICES, YOU AGREE TO THE PRICES, CHARGES, TERMS AND CONDITIONS IN THIS AGREEMENT.

11. PRIVACY

When you sign-up for, register or use the Service, we collect certain information to conduct our daily business with you. We protect this information in accordance with the terms of the Insight Customer Privacy Policy. Please visit <http://www.myinsight.com/CustomerPrivacy.asp> to view the Insight Customer Privacy Policy.

* TTY for customers with hearing/speech disabilities: 1-800-833-3232