

date of the change, and the denominator of which shall be the total number of days in such calendar month. Any decrease in the Monthly Service Charge shall be made by Company giving Subscriber a credit against the Monthly Service Charge payable in the following month.

9. (a) Company undertakes to provide Subscriber with a high quality signal to the extent reasonable in light of the state of the art and the circumstances of installation. Notwithstanding any other provision in this Agreement, Company shall have no liability to Hotel or any other person whatsoever with respect to any failure of Company to transmit the Programming to Hotel if such failure arises from any of the following: labor dispute; any action or claim by any third party; any failure of the equipment of others including, without limitation, the Program Supplier or Subscriber; riot; fire; accident; power failure; channel dislocation; an order of any judicial or governmental body or authority; an act of God; or any cause beyond the reasonable control of Company. In the event that any such failure of Company to transmit the Programming to Hotel is within the control of Company, the liability of Company for the failure to transmit the Programming to Hotel, regardless of the length of the interruption or suspension of service, shall not exceed a proportional reduction of the amount otherwise payable to Company by Subscriber under paragraph 6 above.

(b) Subscriber hereby acknowledges that the Program Supplier has no obligation or liability to Subscriber under this Agreement. Subscriber shall not assert any claim or cause of action against the Program Supplier for any claim or matter which relates to this Agreement. Company shall have no liability whatsoever to Hotel with regard to the specific content of the Programming. If Subscriber asserts any claim against the Program Supplier other than with regard to the specific content of the Programming and the Program Supplier seeks indemnity from Company under its agreement with Company for all liabilities, claims, costs, damages, and expenses of every kind arising out of any such claim by Subscriber, then Subscriber shall indemnify and hold Company harmless against any indemnification of the Program Supplier for all such liabilities, claims, costs, damages, and expenses of every kind arising out of such claim.

(c) Subscriber acknowledges that insofar as Subscriber is aware, the names and service marks "HBO" and "Home Box Office" are the exclusive property of HBO. Subscriber shall not utilize in any fashion the names "HBO" and "Home Box Office", or make commercial reference thereto, except upon such terms and conditions as shall have been first approved by HBO. At the request of Subscriber, Company