

withdrawal of any programs in the Programming, and Company shall have no liability whatsoever to Subscriber with regard to the selection, scheduling, substitution or withdrawal of any programs by the Program Supplier. Furthermore, if the Program Supplier shall request that Company not cablecast any specific program or programs which would otherwise be included in the Programming and, when the Program Supplier makes any alternative program or programs available, that Company cablecast such alternative program or programs, Company shall have no liability whatsoever to Subscriber for refraining from cablecasting any program or programs at the request of the Program Supplier and, when the Program Supplier makes alternative programs available, for cablecasting any specific alternative program or programs.

(b) If Company reasonably concludes that a responsible segment of the community in which Hotel is located would regard any particular film or other program, or portion thereof, which is scheduled to be included in the Programming, as obscene or indecent and Company deletes such film or program from the Programming for that reason, Company shall have no liability whatsoever to Subscriber for the omission of such films or programs from the Programming.

6. (a) For the services which Company shall provide to Subscriber under this Agreement, Subscriber shall pay in advance to Company on the first day of each calendar month during the term of this Agreement a service charge (the "Monthly Service Charge") which shall be calculated as follows: (i) the monthly rate per room as set forth on Schedule A (the "Per Room Rate") shall be multiplied by (ii) the product of (A) the number of Rooms in Hotel multiplied *WJM* by ~~(B) the discount factor as set forth on Schedule A (the "Discount Factor")~~. Subscriber represents and warrants to Company that the number of Rooms shown on Schedule A as being in Hotel is true and correct as of the date of acceptance of Schedule A, and Subscriber agrees promptly and in no event later than the end of each calendar month to give written notice to Company of any change in the number of Rooms in Hotel. If Subscriber shall receive the Programming from Company for any period less than a full calendar month upon the commencement or termination of this Agreement, the Monthly Service Charge to Subscriber for such period shall be the product of the multiplication of the regular Monthly Service Charge under this paragraph by a fraction of which the numerator is the number of days in such period and the denominator is the number of days in the particular calendar month in which such period falls.

(b) Before Company shall furnish and install the Reception Facilities for Hotel to receive the Programming, Subscriber shall pay in advance to Company as a security deposit for the safe return to Company of the Reception