

the Programming until such default is remedied and thereafter to charge a fee for reconnection, or, at Company's option, in lieu or in addition to disconnecting Subscriber, may, in addition to such other rights and remedies as it may have under this Agreement and in law or equity, terminate this Agreement by giving written notice to Subscriber. In the event Company's Agreement with the Program Supplier is terminated for any reason, or the Program Supplier ceases providing service to any Hotel shown on Schedule A hereto, and Company fails within thirty (30) days to reinstate the Programming with the Program Supplier or another program supplier, Company may terminate this Agreement by giving written notice to Subscriber. In the event Company defaults in the performance of any of the terms, conditions and provisions herein contained and binding upon Company, and such default shall not be remedied within thirty (30) days after written notice thereof shall have been given by Subscriber to Company, Subscriber may terminate this Agreement by giving written notice to Company.

11. Any notice, approval, consent, waiver or other communication given or required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been received by a party (a) when it has been delivered in person at the address of such party set forth on Schedule A; or (b) three (3) days after it has been posted in the certified mail of the United States and addressed to the other party at the address of such party set forth on Schedule A; or (c) when it has been transmitted by private wire prepaid to the other party at the address of such party set forth on Schedule A. By written notice to the other party at the address set forth on Schedule A or the address most recently supplied in accordance with the provisions of this paragraph, either party to this Agreement shall have the right to supply the other party with a new or different address in lieu of the address for that party set forth on Schedule A or the address most recently supplied, and such new or different address shall be effective for all purposes from the date on which such notice of change of address shall be deemed to have been received by the other party under this paragraph.

12. The laws (including, without limitation, all laws which relate to the conflict of laws) of the Commonwealth of Virginia shall govern the rights and obligations of the parties under this Agreement and the interpretation of this Agreement; provided, however, the rights and obligations of the parties to this Agreement shall be subject to any applicable laws, rules, regulations and orders of any public body or authority which has jurisdiction over any part of the subject matter of this Agreement including, without limitation, the Federal Communications Commission.

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