

Grande Communications Business High-Speed Internet Acceptable Use Policy

We post this policy on our Website at www.mygrande.com. We may change this policy from time to time without notice to you by posting updated versions at this Website or another Website about which you have been notified. You, your agents, servants, employees, invitees and others who use your Service (collectively "Users" or you") should periodically review the Acceptable Use Policy for Business Services to conform to the most recent version. Revisions are effective immediately upon posting.

By subscribing to Grande Communications' Business High-Speed Internet service, (the "Service") you agree not to use the Service for any unlawful purpose and to comply with all policies and terms of this Acceptable Use Policy for Business Services. The Acceptable Use Policy for Business Services, as it may be changed and updated over time, is incorporated into your Business High-Speed Internet Service Subscriber Agreement. If you, and/or any User of your service, fail to abide by any of the terms of the Acceptable Use Policy for Business Services, as updated, Grande Communications may suspend or terminate the provision of the Service to you as further detailed below in the paragraph entitled "Violation of the Acceptable Use Policy for Business Services". Additionally, Grande Communications reserves the right to charge you for any direct or indirect costs we may incur in connection with your failure to abide by the Acceptable Use Policy for Business Services.

Multiple Users: The Service and cable modem and/or other equipment we provide shall be used only by you, your agents, servants and employees and others who you authorize to use the Service on the Premises at which the Service has been installed. The Service is not for reuse by others and may not be resold or redistributed in any fashion except as may be specifically provided for in your Agreement for Business High Speed Internet service, which binds you and all persons who use your Service. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Acceptable Use Policy for Business Services, as it may be updated or changed from time to time.

Security: You are responsible for any misuse of your Service, regardless of whether the inappropriate activity was committed by an invitee, licensee, agent, servant, guest, employee or any other person who gains access to the Service. Therefore, you are responsible to take steps to ensure that others do not gain unauthorized access to the Service, for instance by strictly maintaining the confidentiality of your passwords or by appropriately protecting the use of your computer, network or any wireless devices you use in connection with the Service. You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device. Grande Communications recommends against enabling file or printer sharing of any sort and recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

Unlawful Use and Prohibited Activities: The use of the Service for any activity that violates any local, state, federal or international law, order or regulation is a violation of this Acceptable Use Policy for Business Services. Prohibited activities include, but are not limited to the following: (i) posting or disseminating material which is unlawful (such as child pornography or obscene material); (ii) disseminating material which violates the copyright or other intellectual property rights of others; (iii) pyramid or other illegal soliciting schemes; (iv) any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature; and (v) destructive activities. You assume all risks regarding the determination of whether material is in the public domain. Without limiting the generality of the foregoing, prohibited uses include but are not limited to using the Service or any equipment provided to you by Grande Communications to directly or indirectly:

a.) access the Internet via the Service using an IP address other than the dynamic IP address(es), or if specifically provided in your Business High-Speed Internet Service Agreement the static IP address(es) assigned to you by us;

b.) invade another person's privacy, collect or attempt to collect personal information about third parties without their consent;

c.) unlawfully use, possess, store, post, transmit or disseminate obscene, profane or pornographic material; post, store, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;

d.) access any other person's computer, computer system, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person;

e.) use or distribute tools designed or used for compromising security, such as password guessing systems, "packet sniffers" encryption circumvention devices or Trojan Horse programs (unauthorized port scanning is prohibited);

f.) upload, post, publish, deface, modify, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right-holder;

g.) copy, distribute or sublicense any software we provide or make available to you, except that you may make one copy of each software program for backup or archival purposes only;

h.) alter, modify or tamper with any cable modem that we provide or other feature of the Service;

i.) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Internet, any cable modem or other feature of the Service, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan Horse or other harmful or debilitating feature; distributing mass or unsolicited email; or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

j.) restrict, inhibit or otherwise interfere with or otherwise disrupt or cause a performance degradation, regardless of intent or knowledge, to the Service, any backbone network nodes or network service used by Grande Communications or its suppliers; otherwise restrict, inhibit, disrupt, or impede our ability to monitor or deliver any feature of the Service; or create an unusually large burden on our network;

k.) interfere with computer networking or telecommunications service to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure or abuse of operator privileges ("hacking") or attempting to "crash" a host;

l.) resell the Service, in whole or in part, or make available to anyone outside your premises the ability to use the Service (including wireless or other methods of networking), enable open WiFi or WiFi connection, or to use it for anything other than your own personal purposes, unless otherwise specifically provided for in your Agreement for Business High-Speed Internet Service. Without limiting the foregoing, you agree that you will not use the Service to provide any Internet access or any other feature of the Service to any third party, will not act as a Point of Presence or as an endpoint on or aggregate traffic from a non Grande Communications local or wide area network;

m.) operate a server in connection with the Service including but not limited to mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers, or multiuser interactive forums or run programs, equipment or servers from your premises to which the Service is provided that provide network content to anyone outside of those premises, commonly known as public services or servers unless specifically provided for in your Agreement for Business High-Speed Internet Service;

n.) port scan any computer or any other person, without the knowledge and consent of such person, nor use any tools designed to facilitate such scans; or,

o.) transmit unsolicited bulk or business messages, or "spam."

Inappropriate Content and Transmissions

Grande Communications reserves the right, but not the obligation, to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither Grande Communications nor any of its suppliers have any obligation to monitor transmissions or postings (including, but not limited to, email, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Grande Communications and its suppliers have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

Electronic Mail

The Service may not be used to send unsolicited bulk or business messages and may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any website or other resource that uses the Service. Activities that have the effect of facilitating unsolicited business email or unsolicited bulk email, whether or not the email is business in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference Grande Communications or the Grande Communications network (e.g. by including "Organization:" in the header or by listing an IP address that belongs to the network) in any unsolicited email even if that email is not sent through the Grande Communications network or Service. Grande Communications is not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted or stored temporarily at Grande Communications' sole discretion. In the event that Grande Communications believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Grande Communications (i) reserves the right to block access to and prevent the use of any such identifier and (ii) may at any time require any customer to change his or her identifier. In addition, Grande Communications may at any time reserve any identifiers on the Service for its own purposes.

Newsgroups

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other business messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. Grande Communications reserves the right to discontinue access to any newsgroup at any time for any reason.

Instant Messages

Users alone are responsible for the contents of their instant messages and the consequences of any instant messages. Grande Communications assumes no responsibility for the timeliness, delivery or mis-delivery, deletion or failure to store instant messages.

Network, Bandwidth, Data Storage and Other Limitations

You must comply with all current bandwidth, data storage, and other limitations on the Service established by the terms and conditions of your Business High-Speed Internet Service Agreement. Unless specifically provided otherwise in your Business High Speed Internet Service Agreement, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP") and you may not access or use the Service with a static IP address or using any protocol other than DHCP. You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Grande Communications) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Grande Communications ability to deliver the Service and monitor the Service, backbone, network nodes and/or other network services.

Copyright Infringement

Grande Communications requires all customers and users of the Service to comply with U.S. copyright and related laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. Grande Communications may terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Grande Communications believes in its sole discretion is infringing these rights. Grande Communications may terminate the Service at any time with or without notice for any Copyright owners may report alleged infringements of their works that are stored on the Service by sending Grande Communications' authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Grande Communications' receipt of a satisfactory notice of claimed infringement for these works, Grande Communications will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Grande Communications will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s). If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Grande Communications. Upon Grande Communications' receipt of a counter notification that satisfies the requirements of DMCA, Grande Communications will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Grande Communications will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Grande Communications a notification of claimed infringement by mail to report alleged infringements of their works to this address:

B. Leber
Grande Communications
401 Carlson Circle
San Marcos, TX 78666
(617) 786 8800
(617) 786 8803
dmca@mygrande.com

Copyright owners may view and print a notification of claimed infringement from our website at [Notification of Claimed Infringement](#) Complete the form and return it to Grande Communications. Grande Communications does not require that you use this form, and copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Grande Communications, the alleged infringer, and the affected

copyright owner for any damages incurred in connection with the removal, blocking or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Grande Communications' designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Violation of Acceptable Use Policy for Business Services

Grande Communications does not routinely monitor the activity of Service accounts for violation of this Acceptable Use Policy for Business Services. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although Grande Communications has no obligation to monitor the Service and/or the network, Grande Communications and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and Grande Communications users.

Grande Communications prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that Grande Communications or its suppliers, in their sole discretion, believe violate this Acceptable Use Policy for Business Services, Grande Communications or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Grande Communications nor its affiliates, suppliers or agents will have any liability for any these responsive actions. The above described actions are not Grande Communications' exclusive remedies and Grande Communications may take any other legal or technical action it deems appropriate.

Grande Communications reserves the right to investigate suspected violations of this Acceptable Use Policy for Business Services, including the gathering of information from the subscribers or users involved and the complaining party, if any, and examination of material on Grande Communication's servers and network and those of our suppliers used in delivering service. During an investigation, Grande Communications may suspend the account or accounts involved and/or remove or block material that potentially violates this Acceptable Use Policy for Business Services. You hereby authorize Grande Communications and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Acceptable Use Policy for Business Services. This cooperation may include Grande Communications providing information about you to law enforcement or system administrators including, but not limited to, username, subscriber name, IP address and other account information. Upon termination of your account, Grande Communications is authorized to delete any files, programs, data and email messages associated with your account.

The failure of Grande Communications or its suppliers to enforce this Acceptable Use Policy for Business Services, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.