



TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

THIS AGREEMENT IS ENTERED INTO BY AND AGREED BETWEEN Grande Communications Networks LLC, together with all affiliates (“Grande”) and the “Customer” as described in all accepted Service Request Forms, all of which are incorporated herein by reference (collectively, the “Agreement”). Terms and conditions applicable to all Services are specified in Sections 1 through 16 below, followed by additional provisions specific to Services set forth in the VIDEO SERVICES TERMS, SECTION II below, INTERNET SERVICES TERMS, SECTION III below, and, PHONE SERVICES TERMS, SECTION IV below, all of which are made a part hereof.

SECTION I TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

1.1 Services. Subject to the terms and conditions contained herein, Grande agrees to provide to Customer, and Customer agrees to purchase from Grande, the Services identified in the accepted Service Request Forms incorporated herein (collectively, the “Service”).

a) Service and Equipment Installation: Customer shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, Grande personnel to install, deliver, operate and maintain the Services and the Grande Equipment (as defined in Subpart (b) below) at Customer's premises. Customer shall permit Grande reasonable access to the Customer premises at any time as needed to install, configure, upgrade, maintain or remove the Grande Equipment and other Service components located at Customer's premises. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any Grande Equipment as specified by Grande and that is required to provide the Services hereunder. In addition, Customer will provide Grande with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of Grande Equipment at the Customer premises. Customer shall not charge Grande for the provision of space, power, or access as described herein.

b) Support and Maintenance Grande shall use commercially reasonable efforts to maintain the Grande-provided and installed equipment, including as applicable, any cabling, modems, related splitters, routers or other items, (collectively, “Grande Equipment”) on Grande's side of the demarcation points used by Grande to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Grande shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by Grande and Customer. In no event shall Grande be responsible for providing support for any network, equipment or software not provided and installed by Grande or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, Grande shall use commercially reasonable efforts to restore any outages on the Grande network. Customer agrees to provide routine operational Service support for Grande Equipment and Service components located at Customer's premises, for example performing reboots, as Grande may request.

c) Use of Service: Customer's use of the Service, including use by Customer's employees or other end users of the Service, including all content transmitted via the Service, shall comply with all applicable laws and regulations and all applicable Service policies, including without limitation appropriate use policies, and other terms and conditions established by Grande and available on the Grande's web site, <http://mygrande.com/policies-agreements/> as may be modified from time to time by Grande, in its sole discretion. Grande may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance.

d) Grande Equipment: Customer shall ensure that all Grande Equipment provided to Customer at Customer's premises remains free and clear of all liens and encumbrances and Customer shall be

responsible for loss or damage to the Grande Equipment while at Customer's premises.

e) **Customer Responsibility:** As between the Parties, Customer is solely responsible for: (i) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (ii) all content that is viewed, stored or transmitted via the Service; and (iii) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Grande.

1.2 Term. The initial term of this Agreement with respect to each accepted Service Request Form shall commence on the Requested Service Date (as specified in an accepted Service Request Form) or the date upon which the Service first becomes available, whichever is later (the "Service Commencement Date") and shall continue for the period indicated on the Service Request Form. Unless canceled in writing by either party at least thirty (30) days prior to expiration, Service will automatically continue on an annualized term under the same terms and conditions as the initial contract period. The term of the Service under this paragraph is hereinafter referred to as the "Service Commitment Period."

1.3 Tariff Applicability. If the Service provided hereunder is subject to the rates, terms and conditions contained in Grande's tariffs ("Tariffs") on file with the Federal Communications Commission (FCC) or on file with the Public Utility Commission of Texas ("PUCT") and generally available on-line at <http://mygrande.com/tariffs/>, this Agreement shall be subject to changes, modifications, orders and rulings by the FCC or the PUCT. In the event of a conflict between the terms of the applicable Tariffs and this Agreement, the terms of the Tariffs shall control and supersede the terms of this Agreement. If Tariffs do not govern the Service, this Agreement and its rates, terms and conditions set forth herein shall fully control. If during the term of this Agreement the Tariffs covering the Service are withdrawn pursuant to statutory changes or orders from the FCC, or other governmental or judicial authority, this Agreement shall continue in full force and effect and the rates, terms and conditions set forth herein shall fully control.

1.4 Charges. For the Service provided pursuant to this Agreement, Customer shall pay Grande the rates and charges set forth in the applicable Service Request Form. Customer shall also pay all applicable federal, state and/or local taxes, fees and surcharges that may be required under applicable law, regulation or tariffs in connection with the Service. Such taxes, fees and/or surcharges are subject to change without notice to Customer. Charges for ancillary services, including but not limited to, charges for installation and change orders, used by Customer will be imposed at Grande's current rates and such charges are also subject to change without notice to Customer. Charges for annualized services following the initial term shall be at the then effective retail rates for the applicable services.

1.5 Payment of Charges. Payment for installation and other non-recurring charges shall be due prior to the commencement of services or as provided in the Service Request Form. Payment for monthly recurring charges shall be made in advance of the month for which Service shall be provided and are due within thirty days of when the bill is issued. In the event Customer fails to pay Grande's invoice in full or remit payment to the proper address on or before fifteen (15) days after the due date, Customer shall also pay a late payment charge of 1.5% per month or the maximum rate permitted by law, whichever is higher, on all overdue amounts until Customer's account is current. Should Customer have a billing dispute, Customer must provide notice to Grande in writing within thirty (30) days of the invoice date with a detailed explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion as and when due. If Grande determines that a disputed charge was billed correctly, payment shall be due from Customer with fifteen (15) days after Grande advises Customer that the dispute is denied.

1.6 Credit Check/Deposit. Customer's credit history is subject to review by Grande. In conformity with Grande's established policies, if Customer's financial condition cannot be verified or is otherwise unacceptable to Grande, Grande may establish certain credit measures including but not limited to setting toll usage limitations and requiring deposits or irrevocable letters of credit as a condition to providing Service. The provisions of this Section 6 are independent of, and in addition to, such other

rights and remedies as Grande may have at law or in equity or otherwise for any breach of this Agreement by Customer.

1.7 Unauthorized Use. Grande does not warrant or guarantee that it can prevent unauthorized use or misuse. Grande shall not be liable for any damages, including charges for service under this Agreement that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, contractors and agents, other third parties or the public. Customer will remain responsible for all charges.

1.8 DISCLAIMER OF WARRANTY

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. GRANDE EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND GRANDE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, GRANDE EQUIPMENT AND GRANDE MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY GRANDE, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. GRANDE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, GRANDE DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY GRANDE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT GRANDE'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND GRANDE DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

1.9 LIMITATION OF LIABILITY AND INDEMNIFICATION

a) Limitation of Liability: IN NO EVENT SHALL GRANDE BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER GRANDE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GRANDE'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE REQUEST FORM THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6)

MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL GRANDE'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. GRANDE SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

b) **Indemnification:** Customer agrees to defend, indemnify and hold harmless Grande, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 2 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) breach of the terms governing any use of music services provided as part of the Service.

1.10 Default. In addition to any other rights and remedies specified herein, or available to Grande at law or in equity, Grande shall have the following suspension and/or termination rights: (a) Grande may, upon three (3) days' prior written notice, immediately suspend all or any portion of the Service to Customer and/or terminate this Agreement without liability, if any Customer invoice is more than fifteen (15) business days past due; (b) Grande may, upon seven (7) days' prior written notice, immediately suspend all or any portion of the Service to Customer and/or terminate this Agreement without liability, in the event Customer shall fail to cure any material breach of this Agreement; and (c) Grande may immediately suspend all or any portion of the Service to Customer and/or terminate this Agreement without liability, if Customer files a bankruptcy or reorganization or fails to discharge an involuntary petition within thirty (30) days after such filing, or if Customer otherwise becomes insolvent.

1.11 Termination. The rates and charges for any Service set forth on the applicable Service Request Form are established, in part, in consideration of Customer's agreement to purchase Service for specified term. After a Service Request Form is accepted by Grande, Customer may cancel all or any portion of the Service prior to the expiration of the Service Commitment Period (an "Early Termination") by providing Grande with written notice of such Early Termination. In the event of any Early Termination, or a termination by Grande in accordance with Section 10 herein ("Section 10 Default"), Customer shall remain liable for and pay to Grande, within ten (10) days after the effective date of the Early Termination or the Section 10 Default, and without any right of off-set against pre-paid non-recurring Charges, an amount equal to: (1) all non-recurring Service charges applicable to the cancelled Service remaining unpaid as of the effective date of the Early Termination or the Section 10 Default plus (2) all accrued and unpaid monthly service charges for the cancelled Service through the effective date of the Early Termination or the Section 10 Default. If the Customer has subscribed to a bundled service package or has received other discounts incentives or promotions, as reflected in the Service Request Form, then in addition to the above payments, upon Early Termination or Section 10 Default, occurring more than thirty days from the Service Commencement Date, Customer shall also be liable, as liquidated damages, a Termination Fee equal to \$350.00 for each year and each partial year remaining in the Service Commitment Period. The parties agree that the Termination Fee is not a penalty, but rather, the parties' best estimate of the actual losses to be incurred by Grande as a result of such Early Termination or Section 10 Default, as applicable, the actual losses being difficult or impossible to calculate or ascertain. In the event of an Early Termination or a Section 10 Default, Customer shall not be entitled to any refund of all or any portion of any non-Recurring service charges paid by Customer prior to the effective date of the Early Termination or the Section 10 Default. If Customer has selected a bundled package as set forth in the Service request form, and during the term cancels one of the Services included in the bundled package, then in addition to the payments described above, the pricing for the remaining Service(s) shall revert to the then current retail a la carte pricing for such Service(s).

1.12 Restrictions on Service.

(a) Customer use of any Service provided under this Agreement is subject to applicable state and federal laws, rules and regulations. Notwithstanding anything to the contrary contained herein or elsewhere in any agreement between the parties, upon thirty (30) days prior written notice, Grande or Customer shall have the right, without liability, to cancel an affected portion of the Service, if any material rate or term contained herein and relevant to the Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission or other local, state or federal government authority, or due to material change or termination of a relevant third party contract of Grande affecting the terms and conditions, including, without limitation, pricing, contained herein (e.g., an underlying provider).

(b). Any service utilizing a modem requires customer-supplied power. A power supply failure will interrupt this service or equipment, including the ability to access emergency response services such as police, fire and 911.

(c) For telephone services, Grande shall utilize the Billing Telephone Number (BTN), the Customer name, and the Service Address of the telephone product specified on the Service Request Form for 911 and E-911 notification. Customer shall remain solely responsible for access to emergency response services such as police, fire and 911 for any private distribution of telephone numbers to service locations other than that listed as the BTN Service Address on the Service Request Form.

1.13 Force Majeure. If Grande's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, any instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, Grande shall not be liable for any such failure of performance.

1.14 General Provisions.

(a) Customer accepts the responsibility for providing Grande with any tax or special access surcharge exemption forms as may be required by local exchange telephone companies.

(b) The provision of the Service will not create a partnership or joint venture between the parties or result in a joint service offering to third parties.

(c) This Agreement shall be governed by the laws of the State of Texas, without reference to its principles of conflict of laws. In the event suit is brought or an attorney is retained by Grande to enforce the terms of this Agreement or to collect any money(s) due hereunder or to collect money damages for breach hereof, Grande shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

BINDING ARBITRATION DISPUTES SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

(d) This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors or permitted assigns, provided, however, that Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of Grande, which consent shall not be unreasonably withheld, and further provided that any assignment or

transfer without such consent shall entitle Grande to terminate the Service provided hereunder at its options upon ten (10) days prior written notice. Grande may assign this Agreement without consent to any affiliated entity or to any successor in interest whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise.

(e) If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement and Customer and Grande hereby agree to negotiate in good faith with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable. Either Party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the Agreement. Any waiver must be written and signed by the Parties.

(f) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand or three (3) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to the applicable "Business Address" shown below. Either party hereto may change its address for notification purposes by giving the other party prior written notice as aforesaid specifying the new address and the date upon which it shall become effective.

(g) The Parties hereto hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement or arising out of, under, or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any Party hereto.

(h) This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts will be deemed to be an original, and such counterparts will constitute but one and the same instrument.

(i) Neither Party will disclose the terms of this Agreement to any other person without the prior written consent of the other Party, except as maybe necessary to comply with applicable laws and regulations.

(j) This Agreement, including the relevant

Schedules and Supplements thereto represents the entire understanding between the Parties in relation to the matters herein and supersedes all previous agreements whether oral or written made between the Parties in relation to the subject matter hereof. Except as otherwise agreed herein, this Agreement may only be modified by a writing signed by authorized representatives of both Parties. The headings in this Agreement are for convenience of reference and shall not affect its construction or interpretation.

(k) The covenants and agreements contained in this Agreement with respect to payment of amounts due, confidentiality, liability, and indemnification shall survive termination of this Agreement, regardless of the reason for termination. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.

(l) Each party to this Agreement does hereby represent and warrant that he/she has the authority to execute the Service Request Form and the Terms and Conditions For Business Customers form incorporating this Agreement on behalf of the party to this Agreement for whom s/he is executing this Agreement.

1.15 Proprietary Rights. All materials including, but not limited to, any Grande Equipment (including related firmware), software, data and information provided by Grande, any identifiers or passwords used to access the Service or otherwise provided by Grande, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Grande to provide the Service (collectively "**Grande Materials**") shall remain the sole and exclusive property of Grande or its suppliers. Customer may use the Grande Materials solely for Customer's use of the Service, and Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Grande Materials, in whole or in part, or use them for the benefit of any third party. All

rights in the Grande Materials not expressly granted to Customer herein are reserved to Grande. Customer shall not open, alter, misuse, tamper with or remove the Grande Equipment, and shall not remove any markings or labels from the Grande Equipment indicating Grande (or its suppliers) ownership or serial numbers. If software is provided to Customer hereunder, Grande grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

1.16 Disclosure of Customer Information. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in PHONE SERVICE TERMS below, the Subscriber Privacy Notice, and, if applicable, in Grande's Tariff, which are incorporated herein by reference. The Subscriber Privacy Notice is at <http://mygrande.com/policies-agreements/>. In addition to the foregoing, Customer hereby acknowledges and agrees that Grande may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with Grande's Subscriber Privacy Notice or, if applicable, Tariff. In addition, Grande shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

SECTION II ADDITIONAL TERMS FOR VIDEO SERVICE ("CABLE TV")

In addition to all other relevant terms provided in this Agreement, as part of Customer's use of Cable TV, Customer further understands and agrees that:

2.1 Cable TV Service. If Customer selects to receive the Cable TV Service, Grande shall provide Basic, Expanded or Digital Service tiers as selected by Customer. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating or any Cable TV service.

2.2 Line Up Subject to Change. Grande shall have the right to add, modify, or delete channel line-ups.

2.3 Equipment Upgrade. In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, Grande agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by Grande to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

2.4 Limited Use. The programs, content and other service provided through Grande's Cable TV Service are for use solely at the Customer premises identified on the Service Request Form. Customer may not directly or indirectly charge any fee as a condition to viewing the Service; permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services (or any part thereof) unless Customer can demonstrate to the reasonable satisfaction of Grande that Customer or a third-party has obtained a then-current music license permitting such activity; insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements; and that Cable TV is not duplicated, redistributed or accessed in violation of any applicable law.

2.5 Audit. In the event that any Grande audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay Grande an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess

usage or thereafter continue to pay the applicable Service Charges for such additional usage.

2.6 Taxes and Fees Additional. The monthly service charges set forth in the Service Request Form for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers unless Customer has entered into a fixed price promotion or bundle, as indicated on the Service Request Form.

2.7 Access to Premises. Customer shall permit Grande reasonable access to the Customer premises to ascertain, among other things, the number of television sets receiving the Cable TV Service.

2.8 Inside Wire and Customer Equipment. Customer, at its sole expense, agrees to furnish, install and maintain the inside wiring, television sets and other Customer equipment. Customer shall ensure that any such Customer equipment is compatible with the Cable TV service including, without limitation, the provision and use of appropriate tuners and sets having HDTV compatibility. Grande shall have no obligation to connect non-compatible Customer equipment. Grande shall not be responsible for, and Customer will not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Customer equipment or any systems, equipment or facilities of any third party.

2.9 No Interference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV service. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Cable TV Service, including without limitation delivery method and any programming contained within the Cable TV Service.

2.10 Outages. Subject to applicable law, a credit may be given for qualifying outages. If there is a known Cable TV interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), Grande, upon prompt notification of such failure or interruption by Customer, may either provide Customer with a pro-rata credit relating to such failure or interruption, or at Grande's discretion, in lieu of the credit, provide alternative programming during any program interruption.

2.11 Programming Content. Customer understands and agrees that by using Cable TV, Customer, end users or visitors to the Premises may be exposed to materials or content that may be offensive, sexually explicit or objectionable to Customer. Parental control devices are available upon Customer's request for use with the Video Service to block certain programming and/or filter certain content. Grande makes no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will Grande be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Video Service.

2.12 Security. Grande has no obligation to track the Cable TV provided to Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Grande may track through its cable television system the channel or Service selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Cable TV service and/or to protect Grande, its cable television system, Services, Equipment and/or Customers.

2.13 Music Rights Fees. In all cases, Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI") and SESAC, Inc. ("SESAC") or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate in connection with Customer's transmission, retransmission, communication, distribution, performance or other use of the Services, whenever and wherever applicable.

SECTION III ADDITIONAL TERMS FOR INTERNET SERVICE

In addition to all other relevant terms provided in this Agreement, as part of Customer's use of Internet Service, Customer further understands and agrees that:

3.1 Subject to AUP. Use of the Internet Service by Customer or anyone accessing Customer's Internet Service is subject to Grande's Internet Acceptable Use Policy, located at <http://mygrande.com/policies-agreements/>

3.2 IP Address and Domain Name Registration. Grande will allocate IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Grande must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. Customer is solely responsible for its own domain name registration, and any required payment or maintenance thereof.

3.3 Software License. To the extent that any software is included or provided with the Service(s), Grande grants Customer a limited, nonexclusive, nontransferable and non-assignable license to install and use as provided herein (i) Grande access software, as well as software from our licensors that Grande incorporates into its access software), (ii) all associated user documentation and (iii) any updates thereto (the "Software"). Customer's use of the Software is governed by these terms and conditions. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Grande and Grande's licensors. Customer may not decompile, reverse engineer, distribute, or translate any part of Software. Customer acknowledges that the Software, and any accompanying documentation and/or technical information, may be subject to applicable export control laws and regulations. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to export restrictions.

3.4 Harmful or Illegal Content. Customer shall not upload, post, transmit or otherwise make available on or via the Internet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. Grande may remove content that in its judgment violates these standards.

3.5 Speed Not Guaranteed. Each tier or level of Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and Grande network congestion, time of day and the accessed website servers, among other factors.

3.6 Additional Services. Grande Internet Service allows access to certain Grande proprietary Services, in addition to other services or features available over the Internet. Customer understands that he/she may incur additional charges while using these other services or while engaging in forms of e-commerce. All such charges shall be paid by Customer and are not the responsibility of Grande.

3.7 Authorized Connections. Grande agrees to provide Customer with the number and type of Internet Service connection(s), email addresses, and other appurtenances at the Premises as stated on the Service Request Form. Customer shall not exceed the number, types or location of such authorized connections.

3.8 Equipment. Customer understands and agrees that, to be operational, Internet Service may require additional equipment, whether wired or wireless. If Grande is providing Customer with a cable modem and/or wireless base station, the cable modem shall remain Grande Equipment. If Customer has purchased a cable modem (whether from Grande or from a third party) the cable modem shall be Customer equipment. Customer represents that it owns the Customer equipment or otherwise has the right to use such equipment in connection with Internet Service. Grande shall have no obligation to provide, maintain or service the Customer equipment. Customer agrees not to use the Equipment for any purpose other than to use the Internet Service pursuant to this Agreement.

3.9 Minimum Equipment. Customer agrees that the Customer equipment utilizing the Internet Service must meet the minimum computer requirements, which may be amended from time to time.

If Customer proceeds with the installation of or uses the Internet Service utilizing Customer equipment that does not meet the minimum requirements, Customer agrees that (i) Customer will not be entitled to customer support from Grande relating to any issues other than the quality of the signal delivered to the Customer's modem, and (ii) Customer understands and agrees that Customer may not be able to successfully install, access, operate, or use the Internet Service. CUSTOMER ACKNOWLEDGES THAT ANY INSTALLATION, ACCESS, OPERATION OR USE OF SUCH NON-RECOMMENDED CONFIGURATIONS COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE, OR DATA. GRANDE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

3.10 Upgrades. Customer acknowledges that the Equipment is merely a means through which the Internet Service is provided by Grande and may be removed or changed by Grande at its discretion as it deems appropriate, including through "uploads" to Customer's computer(s) or otherwise. Whether the cable modem is owned by Customer or Grande, Grande shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time that Grande, in its sole discretion, determines it is necessary or desirable. Customer assumes all responsibility for any degradation in or problems from the failure to upgrade. Grande does not represent, warrant or covenant that installation and modifications of peripheral devices, including network cards, computer equipment, software, computer files and other system configuration files necessary to operate the Internet Service will not disrupt or delay the normal operations of Customer's computer device(s) or associated equipment. Grande shall have no liability whatsoever for any loss, damage or outage resulting from the above. Upon Customer request and, at Grande's sole discretion, for an additional charge, Grande or its agents may install certain software, an extra cable receptacle, a cable modem and associated equipment for operation of the Internet Service.

3.11 Back-Up. Customer agrees to either back-up all existing computer files prior to installation of any Equipment to Customer's computing device or accept sole responsibility for lost or damaged files, data or programs. In all events, Grande shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.

3.12 Termination. In addition to Grande's termination rights set out elsewhere in this Agreement, Grande may terminate all Services, including the Internet Service if Grande reasonably believes that Customer has engaged in or is engaging in any of these prohibited activities and Grande reserves the right to pursue any damages or remedies from such activities, including any direct or indirect costs, expenses or fees incurred by Grande. Following the termination of Customer's Internet Service account for any reason, Grande is authorized to delete any files, programs, data, email addresses and email messages associated with such account. Such deletion may include Customer forfeiting his/her account user names, all email, IP and web space addresses. Any incoming email to Customer's canceled account(s) will not be forwarded to another account. Grande shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.

3.13 Network. Grande utilizes a network that allows bi-directional access to the Internet. The network is not intended to protect Customers from hackers, viruses or other harmful elements that may result from use of Internet Service, and as such, Customer should not rely on the network to provide such protection. Grande may run third party virus check software or other protection measures over its network to scan emails or Internet activity; however, Grande does not represent, warrant or covenant that such software will detect, repair or correct any or all viruses or other harmful code or software.

3.14 Email. As part of the subscription to Internet Services, Customer may be provided with the ability to set up mail addresses for the number of email addresses specified on the Service Request Form. Customer is responsible for the set-up and proper usage of these addresses. All email accounts within Customer's account are subject to reasonable storage limitations, currently 100 megabytes of storage space on the network, however, Grande reserves the right to increase or decrease this restriction from time to time. Grande reserves the right to modify, delete or correct any accounts that exceed the megabyte limitation, and modify the size of Customer's storage space, at

Grande's sole discretion and without notice. To preserve email for longer periods, Customer can set its email account so that email is automatically stored on Customer's computer's hard-drive when Customer opens it. Please check the Help section on Customer's email access program (e.g., Outlook Express). Grande reserves the right to place additional limitations on Customer's emails on the Grande network, including without limitation, maximum message size, maximum number of recipients per message, and maximum number of messages per server connection. Grande reserves the right to reclaim any and all inactive email addresses and accounts from Customer at Grande's sole discretion and without notice, whether such are inactive as a result of the termination or cancellation of Internet Service regardless of the reason for such cancellation or termination, or inactive as a result of a lack of access by Customer to the account and/or email address for a period of twelve months or greater. Grande is not responsible or liable for the forwarding or inability to forward email sent to any other email account. Emails sent to suspended or terminated accounts may be returned to sender, ignored, deleted or stored temporarily at Grande's sole discretion.

3.15 Security Features or Services. Grande may provide, offer for sale or subscription, or otherwise make available, software or services for filtering, anti-virus scanning and other security solutions for the convenience of Customers. Grande shall not be responsible for nor have any liability to Customer or its authorized Users for any loss or filtered email, nor for the failure to prevent virus or infection or other breach of security.

3.16 Accuracy of Content. Customer understands and agrees that by using the Internet Service, Customer and/or User may be exposed to materials or content that is offensive, indecent, sexually explicit, objectionable, or that may violate federal, state or local laws, rules or regulations or may violate the protected rights of the Customer or others. Customer also understands that the technical processing and transmission of the Internet Service, including Customer's content or material, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices; AND THAT UNDER NO CIRCUMSTANCES WILL GRANDE BE LIABLE IN ANY WAY FOR ANY CLAIMS, LOSSES, ACTIONS, SUITS, PROCEEDINGS, OR ANY DAMAGES RELATING TO ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ACCESS TO SUCH CONTENT OR MATERIAL BY CUSTOMER OR OTHERS, OR INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, OR OTHERWISE TRANSMITTED VIA THE INTERNET SERVICE. Customer acknowledges that software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. Grande makes no representation or warranty regarding the effectiveness of such programs.

3.17 Changes to Internet Service. Grande may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Internet Service (including, without limitation, content, functionality, hours of availability, Equipment requirements, speed, upstream and downstream limitations, Service features, storage capacity, and protocol filtering) and/or institute or otherwise change fees and charges for the Internet Service. If Customer is dissatisfied with such changes or the Internet Service after such changes, Customer's only right and remedy is to cancel his/her subscription to the Internet Service.

3.18 Service Usage. Grande has no obligation to track Internet Service usage of Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Grande may track through its cable television system and/or network certain usage, usage patterns and/or selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Internet Service and/or to protect Grande, its cable television system, network, Services, Equipment and/or Customers.

3.19 Network Integrity. Grande reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, email virus scanning, denying email access or transmission, and putting limits on bandwidth and email usage.

3.20 Bandwidth, Data Storage and Other Limitations. Customer agrees to comply with any bandwidth, data storage and other limitations of the Internet Service, which may be established or modified by Grande from time to time, as more fully described in the AUP. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the

Internet Service, nor represent (in Grande's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede Grande's ability to deliver and track the Internet Service, backbone, network nodes and/or other network services.

3.21 Sole Risk. Use of the Internet Service provided by Grande, in addition to third-party products or services provided by or accessed through the Internet Service or the Internet is at Customer's sole risk and Customer acknowledges that the Internet Service are provided "**AS IS**." Accordingly, any information sent through or over the network is sent at Customer's sole risk.

3.22 Customer Security. When Customer's computer device is connected to a cable modem, it constitutes a "local" segment of the network and Customer's traffic to or from this local segment may be in an unencrypted format and thus subject to eavesdropping by third parties. Further, through the use of file and print sharing features or unprotected wireless devices, third parties outside of Customer's premises may be able to access Customer's computer devices across the network and access Customer's software, files and data. If Customer enables capabilities such as file sharing, print sharing, fails to secure its wireless router or otherwise enables other capabilities that allow third party computer access, Customer does so at his/her own sole risk. Customer is solely responsible for any security devices Customer chooses to connect or install on his/her computer device, in addition to any transmissions to or from Customer or its authorized Users. Grande shall not be liable or responsible for any unauthorized sharing, access, eavesdropping or any associated risks. Customer acknowledges that accessing certain websites through the Internet Service may result in "cookies" and other tracking devices to be entered in Customer's computer equipment and stored on Customer's browser. It is Customer's responsibility to disable the entry of "cookies" or other tracking devices following procedures, if available, on Customer's browser. Customer further acknowledges that using the Internet Service may result in harmful viruses being downloaded and stored on Customer's computer. It is Customer's responsibility to protect Customer's computer and data from harmful viruses by installing firewall and other anti-virus software on Customer's computer.

3.23 Cooperation with Law Enforcement and Valid Process. Customer authorizes Grande to cooperate with law enforcement authorities in the investigation or prosecution of criminal violations, and with system administrators at other Internet service providers or other network computing facilities to enforce this Agreement, the AUP and other applicable terms and conditions of the Internet Service. Such cooperation may include providing certain Customer identifying information to these parties.

SECTION IV ADDITIONAL TERMS FOR PHONE SERVICE

In addition to all other relevant terms provided in this Agreement, as part of Customer's use of Phone Service, please refer to Grande's tariffs ("Tariffs") on file with the Federal Communications Commission (FCC) or on file with the Public Utility Commission of Texas ("PUCT") and generally available on-line at <http://mygrande.com/tariffs/>. Customer further understands and agrees that:

4.1 Power Supply Required. Customer acknowledges that the voice-enabled cable modem/EMTA device used to provide Phone Service are electrically powered and that the Phone Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a network service interruption. Customer also acknowledges that, in the event of a power outage at Customer's Premises, any back-up power supply provided with a Grande-provided voice-enabled cable modem/EMTA device may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Phone Service will be available in all circumstances.

4.2 Do Not Move Phone Modem. The location and address associated with the Phone Service will be the address identified on the Service Request Form. Customer is not permitted to move the Grande Equipment from the location and address in which it has been installed or to access the Phone Service from a remote location. If Customer moves a voice-enabled cable modem/EMTA device to an address different than that identified on the Service Request Form, calls from such modem/EMTA to 911 will appear to 911 emergency service operators to be coming from the address

identified on the Service Request Form and not the remote location or new address. Customer consents to Grande's disclosure of Customer's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom Customer calls so that calls may be completed.

4.3 Notification of 911 Procedures. Customer shall specifically advise every end user of the Phone Service prominently and in the language provided below, of the circumstances under which E911 service may not be available.

Phone Service customer premise equipment is electrically powered and, in the event of a power outage or network failure, Enhanced 9-1-1 ("E911") services may not be available. The Agreement with Grande for Phone Service prohibits moving your voice-enabled customer premise equipment to a new address or accessing the Phone Service from a remote location. If this equipment is moved to another location or the Phone Service is accessed from a remote location, E9-1-1 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Service Request Form will be provided to emergency operators for all emergency calls made from the telephone numbers associated with the Service Request Form. To obtain service at another location you must call Grande.

Customer shall obtain and keep a record of affirmative acknowledgement by every end user of the Phone Service of having received and understood the above advisory. Customer shall also distribute to all telephone devices end users of the Phone Services labels/stickers supplied by Grande and instruct all end users of the Phone Services to place them on or near the equipment used in conjunction with the service.

4.4 No Responsibility for 911 Failure. Customer agrees that GRANDE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE PHONE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES; THE USE OF THIRD-PARTY ENTERPRISE 911 SOLUTIONS OR CUSTOMER'S ATTEMPT TO ACCESS THE PHONE SERVICE FROM A REMOTE LOCATION.

4.5 Alarm and Security Service. Customer acknowledges that Grande does not guarantee that the Phone Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Phone Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Phone Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

4.6 Installation and Wiring. Grande's obligation is to provide Phone Service to the customer-accessible interface device or equipment installed by Grande at the Grande network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Phone Service and connecting such equipment, facilities and systems to the Grande network interface device or equipment. Customer agrees to provide Grande and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Phone Service over existing wiring. Customer hereby authorizes Grande to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that Grande has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Phone Service and all related equipment.

4.7 CPNI Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Phone Service usage by Customer, and information

contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by Grande pursuant to its provision of the Phone Service will be protected by Grande as described in herein, in the Grande CPNI Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information. Grande may use and disclose CPNI when required by applicable law. Grande may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Grande, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Grande's network systems; and (v) to market additional Grande services to Customer that are of the same category as the services that Customer purchases from Grande. Grande will obtain Customer's consent before using CPNI to market to Customer Grande services that are not within the categories of services that Customer purchases from Grande. For further information about Grande's CPNI policy, go to <http://mygrande.com/policies-agreements/>