

GRANDE COMMUNICATIONS HIGH-SPEED INTERNET SERVICE RESIDENTIAL SUBSCRIBER ACCEPTABLE USE POLICY

We post this policy on our Web site at mygrande.com. We may change this policy from time to time without notice to you by posting updated versions at this Web site or another Web site about which you have been notified. You and other users of the Service should periodically review the Acceptable Use Policy to conform to the most recent version. Revisions are effective immediately upon posting.

By subscribing to Grande Communications 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. The Acceptable Use Policy, as it may be changed and updated over time, is incorporated into your Grande Communications' Residential Agreement is this the right cross reference for Grande? If you, and/or any user of your service, fail to abide by any of the terms of the Acceptable Use Policy, 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". 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.

MULTIPLE USERS

The Service and cable modem we provide shall be used only by you and by members of your immediate household living with you at the same address. The Subscriber Agreement 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, as it may be updated or changed from time to time.

SECURITY

You are responsible for any misuse of your Service, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person with access to the Service. Therefore, you must 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 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. 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. You must use the service in a manner that is ethical and in conformance with prevailing community standards. Grande Communications shall have the sole right to determine whether your use violates this standard.

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) 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 copyright 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 back-up 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 e-mail; 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, charge others for the use of the service, or make available to anyone outside your premises the ability to use the Service (including wireless or other methods of networking) or to use it for anything other than your own personal purposes. Without limiting the foregoing, you agree that you will not use the Service for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, web hosting or other similar applications and you will not provide any Internet access or any other feature of the Service to any third party, will not act as an end-point on a non Grande Communications local or wide area network, and will not use the Service for any commercial or business purpose whatsoever;
- 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 multi-user 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;
- 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 commercial 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, and 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, e-mail, newsgroup, and instant message transmissions) 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 commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial 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 e-mail even if that e-mail is not sent through the Grande Communications network or Service.

Grande Communications is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail 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 e-mail 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.

Grande Communications offers e-mail storage up to 200MB which is subject to the terms of the Subscriber Agreement and this AUP. In addition to any other remedy stated herein, Grande Communications reserves the right to limit the size of any individual email message or attachment, if in our sole discretion, it is considered excessive.

NEWSGROUPS

Messages posted to newsgroups must comply with the written charters or FAQ's for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQ's 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 Grande Communications and its suppliers. In addition, you may only access and use the Service with a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not access or use the Service with a static IP address or using any protocol other than DHCP. You may not use the service in a manner that creates routing patterns that are inconsistent with the effective use of a shared network, as determined by Grande Communications in its sole discretion.

In addition, you must ensure that your activities (including, but not limited to, use made by you or others of any Personal Web Features) 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 network services. Violation of this policy may result in termination of your service as more specifically described in the High Speed Internet user Agreement.

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 affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the Service or a customer’s or user’s Web features 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:

Jeff Kramp
Grande Communications
401 Carlson Circle, San Marcos, TX
(609) 681-2290
jkramp@patmedia.us

Copyright owners may view and print a notification of claimed infringement from our website at www.mygrande.com/pdf/Notification_of_Claimed_Infringement.pdf. 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

Grande Communications does not routinely monitor the activity of Service accounts for violation of this Acceptable Use Policy. 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, 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, including the gathering of information from the subscribers or users involved and the complaining party, if any, and examination of material on Grande Communications' 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. 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. 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 e-mail messages associated with your account.

The failure of Grande Communications or its suppliers to enforce this Acceptable Use Policy, 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.