



GRANDE TERMS AND CONDITIONS

CERTAIN CUSTOMER OBLIGATIONS: By accepting Service from Grande, you agree to the terms and conditions of use regarding Grande Services that are stated in this Agreement and any changes Grande may make from time to time, and you agree to pay each monthly bill from Grande on or before the date specified in the bill. An administrative late charge will be assessed if the bill is not paid by the due date, and Service will be terminated if payment is not received by the stated due date of the next month's bill (or as otherwise provided by law). All equipment of any kind provided by Grande remains the sole property of Grande, unless sold to you. You agree to notify Grande when moving from the Premises and you are responsible for the charges for monthly Service until you notify Grande in writing of a desire to terminate Service and have returned any Grande Equipment in good condition. Failure to return Grande Equipment within ten (10) days after receiving notice in writing from Grande is a violation of Section 31.04 of the Texas Penal Code. Telephone Services provided by Grande are subject to the terms and conditions under Grande's tariffs on file with the applicable state and federal regulatory authority, and as posted on Grande's website at www.mygrande.com. Internet and Cable TV Services provided by Grande are subject to the terms and conditions of use stated in this Agreement, as they may be changed from time to time by Grande with notice to you, to any applicable software license and to applicable local, state and federal law and regulations.

PAYMENT OF CHARGES: You agree to pay all monthly fees for the Service(s) to which you subscribe and all related installation or other applicable charges. Such charges include, but are not limited to, applicable franchise fees, regulatory fees, taxes, customer service fees, interest, late fees and door collection fees. Monthly fees will be billed one month in advance. Other charges, such as Equipment rental (if any) may be charged in advance. If payment is not received by the due date stated on the bill, interest shall accrue on unpaid amounts at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, from the due date until paid in full, and/or late fees and/or door collection charges may be assessed and the Service may be disconnected. You may be required to pay a reconnection fee in addition to paying all past due amounts in full before the Service(s) are reconnected. You acknowledge that Grande also may require a security deposit before reconnecting the Service(s). You agree to pay an administrative fee for returned checks and failed bank drafts or electronic transfers. You understand that early termination by Customer of an agreement with a stated duration (also called the contract "term") may result in early cancellation penalties. Credit for Service may be offered at Grande's sole discretion, but only in accordance with applicable law.

SPECIAL CONSTRUCTION: Subject to Grande's agreement, special construction of facilities may be undertaken on a reasonable basis at your request. Special construction is construction undertaken: (1) where facilities are not presently available, and where there is no other requirement for the facilities so constructed; (2) of a type other than that which the company would normally utilize in the furnishing of services; (3) over a route other than that which the company would normally utilize in the furnishing of services; (4) in a quantity greater than that which the company would normally construct; (5) on an expedited basis; (6) on a temporary basis until permanent facilities are available; (7) involving abnormal costs; or (8) in advance of normal construction. Grande will contact you within 10 business days of receipt of your request for service and give you an estimated completion date and an estimated cost for all charges to be incurred and an explanation of any construction cost options.

EQUIPMENT LEASED: The equipment installed by Grande belongs to Grande unless you have purchased it and have paid the purchase price in full. You may not sell, rent, lease, loan or give away the Equipment without Grande's prior written consent, and you may not use any of the Equipment at any location other than the Premises at which the Equipment was installed by Grande or for which it was provided by Grande. You may not use Grande Equipment for anything but Grande Services. You agree not to attempt to make repairs to, or to alter, disturb or tamper with the Equipment and that you will not permit anyone other than Grande or Grande's agent to perform any work on the Equipment. You acknowledge that this Equipment has an actual value greater than its purchase price because it also is a means to receive programming not otherwise available to persons who are not Grande customers, and you agree to pay Grande actual replacement cost each digital receiver, remote control device and cable modem not returned to Grande in good condition upon termination of the Service for which it was provided by Grande. If you cease to be our customer for any reason, you will be responsible for promptly returning the Equipment to Grande. The Equipment must be returned in working order, normal wear and tear accepted, or you will be charged the higher of (i) the retail cost to replace each such piece of Equipment with new Equipment, or (ii) any other amount specifically stated in this Agreement. You are responsible for preventing any tampering with or the loss of or damage to the Equipment within your Premises. Grande reserves the right to disconnect your Service(s) and remove the Equipment if it is determined by Grande in its sole judgment that the Equipment could be causing a problem with the Grandenetwork.

ACCESS TO CUSTOMERS PREMISES: You authorize Grande, and its employees, agents, contractors, and representatives to enter the Premises in order to install, maintain, inspect, repair and remove Grande Equipment and/or the Service. If you are not the owner of the Premises, you expressly represent that you have authority to permit Grande onto the Premises as required to install, maintain, inspect, repair or remove any Equipment or Service; and you may be required to supply Grande with the owner's name and address, evidence that you are authorized to grant access to the Premises on the owner's behalf, and (if needed) written consent from the owner of the Premises. You grant Grande permission to enter the Premises at any time following the termination of any Services on the Premises to remove any Grande Equipment or Service at Grande's sole discretion.

RELOCATING OR REMOVING EQUIPMENT: This Agreement is for the particular Premises and for the particular Customer identified herein. You agree that you will not remove the Equipment from the Premises or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected by the Grande installer, nor let anyone do so who is not authorized by Grande. Grande may relocate the Equipment for you within the Premises at your request, and at your cost at Grande's then-prevailing applicable rates. If you relocate to a new address, this Agreement shall automatically terminate and you will promptly notify Grande as provided in this Agreement if you relocate or leave the Premises for any other reason. You acknowledge that you may incur additional charges for any Equipment relocation. You agree that you will not connect any other device to the dedicated Grande cable modem outlet. You understand that doing so may cause damage to the Grande network and subject you to prosecution for damages.

CUSTOMER OBLIGATIONS UPON TERMINATION: Unless otherwise provided under separate written agreement signed by Grande, upon termination of this Agreement: You agree to pay Grande in full for your use of any Grande-owned Equipment and Service up to the later of (i) the effective date of termination of this Agreement and (ii) the date on which the Service and any Grande-

owned Equipment have been properly disconnected and returned in good condition to Grande. You agree to pay Grande for your use of any Grande- owned Equipment or Services for any part of a month less than an entire month on a pro-rated basis at the applicable rate. You agree you will permit Grande to access the Premises at an agreed time to remove any Grande-owned Equipment and other material provided by Grande, and that you will not unreasonably refuse to agree to a suitable time for Grande to do so. You agree you will immediately return or arrange for the return of any Grande-owned Equipment to Grande. You also agree you will promptly return all copies of any software provided to you by Grande in providing your Services; or if Grande instead requests destruction of such copies, that you will promptly do so and certify in writing that such destruction has in fact occurred, on a form to be provided by Grande.

PROTECTING OUR NETWORK: Grande reserves the right to manage its network and Services in any manner it deems appropriate. Any action or email from any Grande user that causes what Grande determines is an undue burden on the network or personnel of Grande is prohibited and may subject the user to termination of Grande Service without notice, recourse or refund.

DIGITAL PHONE EQUIPMENT You must use the Grande modem Equipment to access the digital phone service. The Grande modem Equipment shall, at all times, remain the property of Grande or its designee. You agree to return the Grande modem Equipment to Grande if your service is terminated or cancelled by either you or Grande. You agree not to sell, transfer, lease, encumber or assign all or any part of the Grande modem Equipment to any third party. You agree to pay Grande actual replacement cost, depending on the model of your equipment, if any Grande modem Equipment or part thereof is lost, stolen, unreturned, damaged (excluding normal wear and tear), sold, transferred, leased encumbered, assigned or if for any other reason you fail to return the Grande modem Equipment at the end of your service. You further agree not to tamper with the Grande modem Equipment or change its identifier or electronic serial number or address. You acknowledge that the Grande modem Equipment is merely a means for Grande to provide you digital phone service and that Grande may remove or change it at Grande's discretion. You agree not to use the Grande modem Equipment for any purpose other than to use the service in accordance with this Agreement. The service does not have its own power source and will not work unless the Grande modem Equipment is connected to an independent power supply (e.g. active wall socket) provided by Customer. The Grande modem equipment can have a battery backup installed upon request from the customer to supply power for digital phone service in the event of a power outage at the Customer's Premises for a limited period of time not to exceed eight (8) hours of stand-by time or four (4) hours of talk time. A 24-hour back-up battery is also available for purchase from Grande upon request from the customer. If service is also being used with Grande's High-Speed Internet ("HSI") service, continued use of the HSI service during a power outage will decrease the battery backup life. Additionally, any battery included in Grande modem Equipment may enable backup service for a limited period of time or not at all, depending on the **circumstances, and that** inclusion of the battery does not ensure that the service will be available in all circumstances. Under certain circumstances, including if the electrical power and/or cable network or facilities of the Company are not operating, the service, including the ability to access emergency 911, alarm and security services, and medical monitoring services, will not be available. The Company will not be responsible for any losses or damages arising as a result of the unavailability of the service.

VoIP 911 Dialing: The address associated with an E911 call on Grande's VoIP service is specific to Customer's original service location only. Movement of the VoIP equipment from the original service location to a new service location may result in a mistaken identification of the E911 call as having come from the original service location. Furthermore, 911 dialing on Grande's VoIP service will not function in the event of a power failure or improper network connection and/or function.

Entire Agreement: This Agreement constitutes the entire agreement and understanding between you and Grande with respect to the subject matter of this Agreement and that it supersedes and replaces any and all prior written or verbal agreements between us. Nothing contained in this Agreement shall be construed to limit Grande's rights and remedies available at law or in equity, which shall be cumulative with respect to any rights or privileges specified herein. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Grande's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right with respect to any other event of default by you. No course of conduct, dealing or performance between us, nor any trade practice or standard, shall act to modify any provision of this Agreement, except as may be required by law. Grande reserves the right to terminate and refuse Service as deemed necessary by Grande in its sole discretion. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Grande to third parties without any notice to you and without your approval. This Agreement is solely for the mutual benefit of you and Grande, and no others. No third party beneficiaries are created by, or shall exist with regard to, this Agreement.

PRIVACY STATEMENT: Grande Communications Networks, LLC, ("Grande Communications"), created this privacy statement outlining your privacy rights in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for the websites operated by Grande Communications which can be found at mygrande.com, mygrande.net and grandecom.net (collectively, the 'Site'). Grande Communications is the sole owner of the information collected on the Site. We will not sell, share, or rent this information to others in ways different from what is disclosed in this statement. Grande Communications collects information from our users at several different points on our Site as further described in this statement.

HOW AND WHEN WE COLLECT INFORMATION

We collect 'personal' information from you when you provide it to us. When you access our Site, we automatically collect access log information about your visit, including information such as the Internet Protocol (IP) addresses assigned (numbers assigned to your computer while online), bandwidth used, system and connection performance, browsers used, dates and times of access, and Internet resource requests, including requests to access web pages. If you purchase cable, phone, internet, or security monitoring services ("Services") from us, we may collect your name, mailing address, driver's license number, social security number, telephone number, credit card number and email address, certain additional information as provided in our Residential Agreement, and online traffic, actions and anonymous surfing data (in general, "click-stream data") and data which can be used to provide a better online experience.

If you contact us, we may collect your email address and the content of your communications. If you utilize services or take advantage of special offers made by us or our marketing partners, we may collect other personal information about you. If you transmit a service inquiry, we may collect information about your usage of our services regardless of whether the services utilized consist of cable, phone, internet, or security monitoring services.

Grande Communications collects information online by asking you for it, for example, to order a service, apply for a job, or in responding to your email. Grande Communications may also use 'cookies' and similar technology to obtain information about your visits to our Site in an aggregated data format that does not

identify you. These tools tell us the parts of our Site or emails, which we sent, caused you to take some action and help us improve the quality and usefulness of our Site.

Grande Communications collects information we deem necessary to provide services to you and to comply with applicable governmental regulations and requests.

HOW WE USE YOUR INFORMATION

We collect, store, and process your personal information on servers located in the United States. We use the information we collect about you in order (1) to provide our services and process your transactions, (2) to provide customer service, (3) to determine your eligibility to receive offers for special features or products, (4) to improve our products and services, (5) to comply with governmental regulations and requests, (6) to deal with fraud and unauthorized use of our Services. Additionally, we share your information with our parent company, subsidiaries and joint ventures to help coordinate the services we provide to you, enforce our appropriate use policy, and promote trust and safety. Unless addressed to us, we do not read email messages, instant messages, online chats, or the content of other online communications that reside on or pass through our Services. We may, however, retain and provide such communications if we are legally required to do so or for one of the purposes set forth above. Incoming and outgoing email messages are generally scanned electronically to identify and filter out likely spam and for viruses and related problems that could harm your equipment, the network, or other users. As with any other business, it is possible that Grande Communications in the future could merge with another company or Grande Communications or its assets or one or more of its business lines could be acquired by another company. If such an acquisition occurs, the successor company would have access to the information maintained by Grande Communications, including customer account information, but would continue to be bound by this Privacy Statement unless and until it is amended as described below. Grande Communications will not sell or rent any of your personally identifiable information to third parties. Grande Communications will share your personally identifiable information with third parties that are its suppliers, affiliates or business partners of Grande Communications in order to provide Grande Communications services to you or to provide you with notification of those services. These third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information is shared. Grande Communications will not share any of your personally identifiable information with third parties other than its suppliers, affiliates, or business partners except with your express permission.