



## Grande Communications Protection Plan Definitions, Terms and Conditions

### Plan Definitions:

This Grande Communications Networks LLC (“Grande”) Protection Plan (the “Plan”) covers service calls that (1) require repair to telephone wiring, cable television wiring and/or cable Internet service wiring located inside the customer’s home, and/or (2) identify whether the source of a service problem resides within the inside wiring or the customer’s on-premise equipment. Inside wiring covered under this plan is owned by the customer and is defined as wiring that begins at the “Demarcation Point,” which begins twelve (12) inches outside the customer’s residence and extends to the individual phone jacks, cable and Internet outlets and extensions in the home. Additionally, the Plan will also cover repairs to wiring from the outlet or jack to the back of the customer’s device. After the source of the problem is identified, Grande would make any necessary repairs to the Grande network, Grande installed equipment, and/or inside wiring.

Without the Plan, Grande can repair inside wiring but will have to charge a Service Call Fee and any applicable fees to cover the repair. Repair and maintenance outside of the customer’s home and beyond the Demarcation Point is the responsibility of Grande except for non-Grande telephony customers where the wiring is owned by another telephone service provider, or unless there is deliberate damage to, or pre-existing problems with the wiring on the outside of the home.

### Plan Terms and Conditions:

The Plan only applies to customers that subscribe to Grande video services, Grande data services and/or Grande voice services. The Plan is optional and covers all inside wire-related service calls, pursuant to the Plan’s terms, for as long as the customer subscribes to the Plan. The effective date of coverage shall commence same day upon customer sign up for the Plan. The Plan may be cancelled at any time; however, the customer will be charged the full service rate for the service call if the Plan is cancelled within 6 months of a service call.

The Plan’s coverage and exclusions are as follows:

#### *Plan Coverage:*

- The Plan **does not cover** the repair of wire concealed within a wall (i.e. wire that is wall fished.)

- Identification of trouble caused by customer-owned equipment. Please note that customer would be responsible for the repair or replacement of this equipment, but no service charge would apply for identifying this source of the service problem.
- Service problem caused by lack of customer's understanding of Grande issued equipment. No service charge would apply for identifying this source problem or for additional education on the correct operation of Grande equipment.

*Plan Exclusions:*

- Repairs, maintenance, or replacement of customer-owned equipment (ie, TV, Surround Sound System and speaker wiring, DVD Player, PC, Scanner, Router, Faxes, external devices, Telephones, etc.)
- The Plan does not cover **initial installation** or installation of primary or additional data or cable outlets or telephone jacks or the move or reconfiguration of existing data or cable outlets and telephone jacks.
- Repairs, maintenance, or replacement of wiring or cabling as a result of fire, flood, earthquake, acts of nature, vandalism, gross negligence or willful damage.
- Inside wiring used to deliver the following services: 1) Non-standard telephone service systems such as PBX or fixed wireless services, 2) video or data transmission services delivered by Direct Broadcast Satellite, Multi-channel Multi-point, fixed wireless, or other providers, 3) Digital Subscriber Lines ("DSL") or similar data lines or video offering by an existing or competitive provider.
- Inside wiring used to deliver commercial or non-residential services.
- Non-standard inside wiring used to deliver voice, video or data services.

Additional fees may apply for work performed that is not covered by this Plan. If the repair is not covered under the Plan, the customer may: 1) make the repair themselves, 2) hire an outside contractor, or 3) have Grande perform the repair at its standard billing rate and in accordance to industry installation standards. Charges for the Plan and any other terms or conditions applicable to the Plan may change at any time with at least thirty (30) days prior written notice to customer.

Except as expressly set forth herein, and as permitted by law, Grande shall not be liable for any damages (including indirect, incidental, punitive or consequential damages of any kind) arising from services performed under this Plan. Grande makes no warranties, express or implied, under the Plan and specifically disclaims any warranty of merchantability or fitness for a particular purpose. The Plan is not an insurance program, or any other type of similar program that covers damages of any kind, and customer's payments under the Plan shall not be considered to be an insurance premium. The Plan is subject to Grande's standard terms and conditions. Other restrictions may apply.