

BASIC CONDITIONS OF SERVICE REGARDING CABLE TV & INTERNET SERVICE

Except where otherwise stated, “we,” “us,” or “our” means Grande Communications Networks, LLC., or its authorized agents (collectively “Grande Communications”) and “you” or “your” means the Customer specifically named on this order (the “named Customer”), including Customer’s Household. Customer’s “Household” includes the named Customer, the named Customer’s family and dependents, others who may be resident in the Premises, and any others who use the Equipment or Services on the Premises. “Premises” means the overall location where Customer’s Service is intended by Grande to be installed and may, at Grande’s sole discretion, include common areas of such location. “Installed” means either installed or activated. “Equipment” means one or more of the following: digital receiver, broadband modem, telephony port, remote-control unit, A/B switch, or any other device installed by Grande in or around the Premises, or provided by Grande, necessary or convenient for Customer to receive and utilize Services from Grande. “Service” or “Services” means the cable TV programming, Internet access or data services, local or long distance telephone services, or any other service that Grande provides to Customer. “Third party” includes, without limitation, invitees or guests of the named Customer or of members of Customer’s Household, as well as other third parties. “Content” means the substantive content of any communication or message, information, data, software, programs, operating systems, or other content of any kind that you may have or store on your computer or other equipment or elsewhere, or that you transmit on Grande’s system. “Content transmitted by you on Grande’s system” (or similar phrases) means any and all Content accessed, obtained, downloaded or uploaded, sent or received, distributed, disseminated, published, transmitted or re-transmitted over, on, through or by use, in whole or part, of Grande’s system, by you, to you, or for you by another, or that you otherwise cause to be transmitted on Grande’s system. “Intellectual Property” means, without limitation, ownership of or rights in or to: copyright, patent, trademark or service mark, trade dress, trade secret, confidentiality, rights of commercial exploitation, artists’ “moral rights”, or other intellectual property rights or proprietary rights of any person or entity.

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.

MULTIPLE USERS

You acknowledge and agree that you are executing this Agreement on behalf of all persons in your Household or who otherwise use the Equipment and/or Service on the Premises, and that you are responsible in all respects (including all payment obligations) for all use of the Equipment and/or Service. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR MAKING SURE THAT ALL USERS UNDERSTAND AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING THE APPROPRIATE USE POLICY). YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL BREACHES OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER SUCH BREACH IS THE RESULT OF USE OF THE SERVICE AND/OR EQUIPMENT BY YOU OR BY ANY OTHER USER.

ACCESS TO CUSTOMER'S 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.

CONTACT ADDRESS

For any inquiries or notices required in connection with this Agreement, you should contact Grande in writing at Grande Communications, 401 Carlson Circle, San Marcos, TX 78666, Attention: Legal Department.

VIDEO CLOSED CAPTIONING

For immediate technical concerns or service issues with Closed Captioning, please call (toll-free) (866) 216-7424, fax (512) 878-4567, or email us at officeofthepresident@mygrande.com. Formal written complaints should be addressed to: Pat Murphy, SVP Engineering, Grande Communications, 401 Carlson Circle, San Marcos, TX 78666.

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.

PAYMENT TERMS

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 a \$25.00 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.

COLLECTION FEES

Grande may use various means to collect delinquent accounts including but not limited to appropriate legal action and/or collection agencies. In the event Grande incurs fees or expenses, including collection agency and/or attorney's fees and court costs, due to the collection of delinquent debt, you agree to reimburse Grande for all such fees and expenses that are reasonably incurred, up to the maximum permitted by applicable law.

DISCONNECTION OF BASIC LOCAL TELEPHONE SERVICE

Pursuant to state law, Grande may disconnect basic local telephone service without notice to you for one of the following reasons:

- A. Service is
connected or
reconnected
without authority;
- B. equipment
tampering;
- C. theft of service;
and
- D. other acts of fraud.

A notice of disconnection will be mailed to you when a bill is overdue. The notice will state the amount overdue and the date of disconnection allowing at least ten (10) days to make late payment.

CUSTOMER SERVICE

Grande expressly reserves the right to institute fees for providing certain customer support services if, at its sole discretion, it determines such fees are warranted. You acknowledge and agree that Grande will not be liable for any damage to your computer or other equipment or software resulting from or arising in connection with our provision of technical service and support for the Services, even if such damage results from the negligence, gross negligence or intentional acts or omissions of the Grande installer, technician, customer service

representative, or other Grande agent or representative. You may contact customer service at 1-877-647-2633.

PRIVATE VIEWING, UNAUTHORIZED SERVICE, AND USE OF EQUIPMENT

Grande provides Service to you for your private use and enjoyment. You agree that the cable programming provided by Grande will not be viewed in areas open to the public. Programming provided by Grande's Cable TV Service (or, if and as applicable, other Services) may not be rebroadcast, transmitted or re-transmitted, or performed, nor may admission be charged for its viewing, without first obtaining written consent for such use in advance from Grande and our programming suppliers, which may be withheld at the sole discretion of either Grande or the supplier. You agree not to attach or to allow to be attached any unauthorized device to the wiring or Equipment. If you make or allow to be made any unauthorized connection or modification to the Equipment or another part of Grande's network, you will be in breach of this Agreement and Grande may immediately terminate Service. In addition to a right to terminate this Agreement, Grande is entitled to recover damages from you, including without limitation court costs and reasonable attorney's fees, for tampering with any of the Equipment or any other part of the Grande network, or for receiving any unauthorized Service. In addition, it is illegal under both state and federal laws to tamper with Cable Equipment for the purpose of changing subscription levels. Doing so may subject you to criminal prosecution.

THEFT OF CABLE SERVICE

The federal Cable Act of 1984, as amended by the Cable Act of 1992, created both civil and criminal penalties against manufacturers, suppliers and users of unauthorized cable devices. This federal law about theft of cable service supplements any existing state or local laws. The federal law prohibits the interception or receipt of any communication service over Grande's cable system, unless authorized by Grande. This includes the theft of audio, video, textual, data or other service, including data transmitted to or from any Customer. The Cable Act provides Grande the right to seek substantial monetary damages with regard to theft of services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses.

EQUIPMENT LEASE

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 up to \$600.00 for each digital receiver not returned, \$10.00 for each remote control device not returned, and \$45.00 for each 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 Grande network.

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.

DAMAGE TO AND ENCUMBRANCES ON EQUIPMENT

All Equipment, except for Equipment purchased and paid for in full by you, will at all times be and remains the sole property of Grande. You may not sell, transfer, lease, encumber, lend or assign all or any part of the Equipment to any third party, or permit its removal from the Premises without the express written consent of Grande. You agree that you will pay the costs specified in this Agreement for the repair or replacement of any lost, stolen, unreturned, or damaged Equipment or part thereof, together with any costs incurred by Grande in obtaining or attempting to obtain possession of any such Equipment or otherwise to enforce its rights under this Agreement. You hereby authorize Grande to charge your Visa, MasterCard, other credit card, or other payment method that has been authorized by you for any such outstanding Service and Equipment charges. In the event such replacement or repair is necessary, Grande may, at its sole option, install or substitute new or reconditioned Equipment, including swapping existing Customer equipment for compliant Equipment, for which you may incur an installation and rental fee at Grande's then-applicable rates.

EXPIRATION OF AGREEMENT; TERMINATION BY CUSTOMER; TERMINATION RIGHTS

Unless otherwise provided under separate written agreement signed by Grande, and subject to the provisions for disconnection of basic local telephone service, either you or Grande may terminate this Agreement at any time by giving the other party no less than twenty-four (24) hours written notice of such termination. In the event you terminate this Agreement, you must notify Grande by telephone or by a non-electronic written submission. Email submissions by Customer will not constitute effective notice to Grande. In the event of termination by Grande, Grande may notify you of such termination by electronic or other means. As noted elsewhere in this Agreement, Grande may terminate the Agreement without notice for violation of various

terms of this Agreement. If you have elected annual prepayment terms, you agree and understand that the calculation of any refund for unused Service following termination will be based upon assessing the undiscounted rate for the Service for the period in which Service was provided and not upon the discounted annual prepayment rate.

CUSTOMER OBLIGATIONS UPON TERMINATION

Unless otherwise provided under separate written agreement signed by Grande, upon termination of this Agreement:

A. 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.

B. 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.

C. 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.

LIMITED WARRANTY

ANY GRANDE EQUIPMENT AND SERVICES ARE PROVIDED BY GRANDE "AS IS" WITHOUT WARRANTY OF ANY KIND. GRANDE DISCLAIMS ANY AND ALL WARRANTIES OF UNINTERRUPTED USE OF THE EQUIPMENT OR THE SERVICE. GRANDE DISCLAIMS ANY AND ALL WARRANTIES THAT ANY DATA, VOICE, VIDEO, OR OTHER INFORMATION OR CONTENT SENT BY OR TO CUSTOMER WILL BE TRANSMITTED, WHETHER IN UNCORRUPTED FORM OR OTHERWISE, OR THAT SUCH TRANSMISSION WILL OCCUR WITHIN ANY PARTICULAR PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NONINFRINGEMENT, FITNESS FOR USE FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

GOVERNING LAW

This Agreement shall be exclusively governed by, and construed, applied and enforced in accordance with the laws of the State of Texas. Venue for all claims or actions arising under or concerning this Agreement or the Services provided by Grande shall be and lie exclusively in Hays County, Texas.

LIMITATION OF LIABILITY

YOU ARE ENTIRELY AND SOLELY RESPONSIBLE FOR ANY AND ALL CONSEQUENCES OF YOUR USE OF THE GRANDE SERVICES AND ANY AND ALL OF THE CONTENT YOU MAY TRANSMIT ON THE GRANDE network, REGARDLESS OF THE FORESEEABILITY OF THOSE CONSEQUENCES.

UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, GRANDE SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR:

A. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY FROM, OR OTHERWISE ARISING IN CONNECTION WITH:

1. PROVIDING YOU SERVICES, OR YOUR USE OF THE SERVICES OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGE RESULTING FROM OR RELATED TO YOUR OR ANY THIRD PARTY'S OR USE OF THE EQUIPMENT OR SERVICE, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MIS-DELIVERIES, TRANSMISSIONS, OR NON-TRANSMISSION, OR ANY FAILURE OR PERFORMANCE OF THE EQUIPMENT OR SERVICE, EVEN

IF GRANDE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

2. THE INSTALLATION OF CABLE OR DSL MODEM, INCLUDING DAMAGE TO YOUR PERSONAL COMPUTER;

AND

3. THE TERMINATION OR RECLASSIFICATION OF YOUR ACCOUNT BY GRANDE PURSUANT TO THIS AGREEMENT;

B. ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, OR SUIT OR OTHER PROCEEDING, BASED UPON A CONTENTION THAT YOUR USE OF THE EQUIPMENT OR SERVICE, OR THAT ANY CONTENT TRANSMITTED BY YOU ON GRANDE'S NETWORK:

1. INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS;

2. CONSTITUTES A LIBEL OR A SLANDER OR OTHER DEFAMATION UPON ANOTHER OR THE BUSINESS OF

ANOTHER, OR IMPERMISSIBLY INVADES OR COMPROMISES THE PRIVACY OF ANOTHER; OR

3. COMPROMISES OR VIOLATES THE CONTRACTUAL, PROPERTY OR OTHER LEGAL OR EQUITABLE RIGHTS OR INTERESTS OF ANOTHER; OR

C. ANY DAMAGES OF ANY KIND RESULTING IN ANY WAY FROM ANY OTHER PERSON ACCESSING, COMPROMISING, OR DESTROYING OR DAMAGING THE INTEGRITY OF YOUR COMPUTER OR OTHER EQUIPMENT, OR ACCESSING, COMPROMISING, COPYING, DISSEMINATING OR DESTROYING YOUR CONTENT, THROUGH OR BY MEANS OF THE GRANDE SERVICES. THESE LIMITATIONS ALSO APPLY TO THE ACTS AND

OMISSIONS OF GRANDE, INCLUDING WITH OUT LIMITATION ANY NEGLIGENCE, GROSS NEGLIGENCE OR

INTENTIONAL ACTS, WHICH, BUT FOR THIS PROVISION, OTHERWISE WOULD GIVE RISE TO A CAUSE OF

ACTION IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL DOCTRINE. FOR THE PURPOSES OF THIS LIMITATION OF LIABILITY SECTION, "GRANDE" INCLUDES GRANDE AND ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS OR OTHER PRINCIPALS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND AS SIGNS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS GRANDE FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO:

- A. YOUR USE OF THE SERVICE AND ANY CONTENT TRANSMITTED BY YOU ON GRANDE'S NETWORK, INCLUDING WITHOUT LIMITATION USE OF THE EQUIPMENT OR THE SERVICE IN ANY MANNER PROHIBITED UNDER THIS AGREEMENT.**
- B. THIRD PARTY CONTENTIONS THAT YOUR USE OF GRANDE'S SERVICES:**
 - 1. INFRINGED THE THIRD PARTY'S INTELLECTUAL PROPERTY;**
 - 2. CONSTITUTED DEFAMATION, LIBEL OR SLANDER OF THE THIRD PARTY OR THE THIRD PARTY'S BUSINESS;**
 - 3. CONSTITUTED A VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION;**
 - 4. CONSTITUTED AN INVASION OF ANOTHER'S PRIVACY OR A VIOLATION OF SUCH PERSON'S OTHER LEGAL, EQUITABLE OR MORAL RIGHTS; OR**
 - 5. CONSTITUTED UNAUTHORIZED ACCESS TO OR MANIPULATION, COM PROMISE OR DESTRUCTION OF THE PROPERTY, EQUIPMENT, OR CONTENT OF ANOTHER.**

FOR THE PURPOSES OF THIS INDEMNITY PROVISION, "GRANDE" INCLUDES GRANDE AND ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS OR OTHER PRINCIPALS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, AND ASSIGNS.

ARBITRATION

YOU AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROVISION BY GRANDE OF ANY EQUIPMENT OR SERVICE, OR THE PERFORMANCE OF ANY EQUIPMENT OR SERVICE, SHALL BE RESOLVED BY BINDING ARBITRATION IN AUSTIN, TEXAS COMMENCED NO MORE THAN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION AROSE, AND UNDER AND ACCORDING TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO ATTORNEY'S FEES OR PUNITIVE DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED.

MISCELLANEOUS

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 privileged 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.