

Grande Customer Privacy Rights Notice and Service Information

Contact Information

Contact Grande

You can contact Grande by mail at:

Grande Communications©

401 Carlson Circle, San Marcos, Texas 78666

You can contact Grande's Customer Care Representatives at:

Phone: (877) 647-2633

Fax: (512) 878-4287

On the web: http://www.mygrande.com/contact_us

Contact the Public Utility Commission of Texas

For information, or to file a complaint, you may contact the Commission at:

Public Utility Commission of Texas Office of Customer Protection
P.O. Box 13326, Austin, Texas 78711-3326

Phone: (512) 936-7120

Texas toll free: (888) 782-8477

Fax: (512) 936-7003

Email address: customer@puc.state.tx.us

Website: <http://www.puc.state.tx.us>

Telecommunications Devices for the Deaf (TTY): (512) 936-7136

Relay Texas toll free: (800) 735-2989

Contact the Federal Communications Commission

445 12th Street, SW

Washington, DC 20554

Email address: fccinfo@fcc.gov

Voice toll free: (888) 225-5322 (1-888-CALL FCC)

TTY toll free: (888) 835-5322 (1-888-TELL FCC)

Fax toll free: (866) 418-0232

Contact the Attorney General of Texas

Office of the Attorney General

P.O. Box 12548

Austin, Texas 78711-2548

Phone: (512) 463-2100

Email address: cac@oag.state.tx.us

CABLE SUBSCRIBER PRIVACY NOTICE

The following notice is provided by Grande Communications© to inform you of our practices regarding personally identifiable information that may be collected in the course of providing cable service to you. This notice is being provided under the Cable Communications Policy Act of 1984 (the "Cable Act"). If you are a subscriber to the Grande Communications© internet service, this notice also makes reference to the Electronic Communications Privacy Act of 1986 ("ECPA") and Online Copyright Infringement Liability Limitation Act of 1998 ("Copyright Act").

This notice pertains only to personally identifiable information about you that you have furnished to us, or that we have

collected, in order to provide service to you including the Grande cable and internet services. Personally identifiable information does not include aggregate data that does not identify you. It also does not include information about you that is collected other than in the course of providing cable or internet service or that is obtained from publicly available sources.

Collection and Use of Personally Identifiable Information In order to provide service to you and operate efficiently, we may collect the following types of information about you that may constitute personally identifiable information: your name, home, work and/or business address, telephone numbers, social security or taxpayer identification number, payment account and credit information. Depending on the services we provide to you, our records may also include information on billing, payment, damage and security deposits, maintenance and repairs, the number and location of personal computers ("PCs") in your home and your PC configuration at the time of installation, the service options you have chosen, and the number of digital receivers or other cable equipment installed in your home. We also keep records of research concerning customer satisfaction with the service, which are obtained from customer interviews and questionnaires. Additionally, we may have a record of whether you rent or own your premises in the event that landlord permission is required prior to installing our cable facilities. We also maintain customer correspondence (via email or otherwise) and, if you are a Grande customer, records of violations and alleged violations of your Service Agreement and other rules governing use of the Grande Service. Finally, we may sometimes obtain from third parties publicly available information about our customers that is not personally identifiable under the Cable Act. The personally identifiable information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about Grande's services; to improve the quality of Grande's services; to answer questions from customers such as troubleshooting; to ensure compliance with relevant law and contractual provisions; and for tax and accounting purposes.

In addition, Grande, as described above, in providing the Grande service to you, also has access to personally identifiable information about you or your Grande account including the name and address associated with a given IP address or email account.

Under the Cable Act, we may collect personally identifiable information over our system without your consent if it is necessary to provide services to you, or to prevent unauthorized access to services or customer data. However, if you are a Grande customer, you have consented in the Service Agreement to the collection of such information by Grande as described above.

Disclosure of Personally Identifiable Information Personally identifiable information that we maintain related to

our customers will be disclosed without the prior written or electronic consent of the customer only if: (1) it is necessary to render, or conduct a legitimate business activity related to, the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) unless you elect to limit such disclosure, for mailing lists as described below. The types of persons to whom information about you may be disclosed in the course of providing cable service to you include the employees of Grande and its related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, entities who provide content and/or services to the Grande service or to you via the Grande service, and authorized representatives of governmental bodies.

Information for billing purposes is generally provided on a monthly basis. Information for other purposes is provided, as it is needed.

Unless you object, the Cable Act also permits us to disclose the following "mailing list information": your name, address and the particular services to which you subscribe (e.g., HBO or other premium channels or tiers of service). Mailing list information cannot include the extent of your viewing or use of a particular service, including the Grande internet service, or the nature of any transaction you make over the cable system. We may disclose such mailing list information from time to time. In addition, such disclosures may include publicly available information we obtain from third parties that is not considered personally identifiable information.

If you wish to have us remove information about you from our mailing list information, please notify us in writing at the address listed above.

Disclosure of Information to Government Entities and Other Legal Process

Federal law requires us to disclose personally identifiable information to a governmental entity or other third party pursuant to a court order. If the court order is sought by a governmental entity, the Cable Act requires that you be offered the opportunity to contest in court any claims made in support of the court order sought. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support. Such information may be obtained without a court order and does not require that a customer be given notice of and the opportunity to contest the disclosure.

If you are a customer to the Grande service, ECPA requires Grande to reveal information to the government in certain

additional circumstances. ECPA addresses both the consent of communications on the Grande service, as well as customer record information. ECPA may require Grande to disclose to governmental authorities the content of communications in response to a criminal warrant without notice to you, or in response to an administrative subpoena or court order with notice to you. Grande may release information to the government with your consent. In addition, under ECPA the government may require Grande to disclose customer record information pursuant to a warrant, court order or subpoena.

Time Period That We Retain Personally Identifiable Information

We maintain personally identifiable information about our customers for as long as it is necessary for our business purposes. This period of time lasts as long as you are a customer and up to fifteen additional years so that we can comply with tax and accounting requirements.

Your Online Communications on the Grande Service

When you use the Grande system to transmit information, ECPA permits us to access such information, including the content of communication, as necessary to provide the Grande service and protect Grande's rights or property. ECPA permits us to disclose such information to an addressee or intended recipient (or his or her agent); to a person involved in forwarding such information to its destination; to others with the consent of the customer or an addressee or intended recipient (or his or her agent); to law enforcement if such information appears to be evidence of child pornography or was inadvertently obtained and appears to pertain to a crime; or as otherwise provided by law. In the Service Agreement, you have agreed that Grande may monitor content on the Grande service; and may disclose any information consistent with this Notice.

Access to Records

Under the Cable Act, you have the right to inspect our records that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect our records, please notify us in writing and an appointment at our local business office will be arranged promptly during our regular business hours.

Your Rights Under the Cable Act

The Cable Act provides you with a cause of action for damages, attorney's fees and costs in federal District Court should you believe that any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us. The Service Agreement applicable to you may provide that, to the extent permitted by law, any claims that you have under the Cable Act will be decided in arbitration and attorney's fees and punitive damages will not be available.

CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI) NOTICE

Description of CPNI

CPNI is information that relates to the quantity, technical configuration, type, destination, and amount of use of a telecommunications service subscribed by a customer, and information regarding your phone service contained in your bills. It is information made available to Grande by virtue of the customer-carrier relationship. CPNI does not include public directory listing information of subscribers.

Collection and Use of CPNI

In order for Grande to provide service to you and operate efficiently, we collect the following types of personally identifiable information about you that may constitute CPNI: your name, home and/or work or business address, telephone numbers, social security or taxpayer identification number, payment account and credit information. Depending on the services to which you subscribe, our records may also include information on billing, payment, security deposits, maintenance and repairs, and the service options you have selected. Grande may also keep records of research concerning subscriber satisfaction with the service, which are obtained from subscriber interviews and questionnaires. Additionally, Grande may have a record of whether you rent or own your premises, in the event that landlord permission is required prior to installing our facilities. Grande also maintains subscriber correspondence (via email or otherwise). Under federal regulations, you have the right, and Grande has the duty, to protect the confidentiality of your CPNI.

CPNI is used by Grande, and we may share CPNI with or permit access to CPNI by our agents and affiliates, to make sure you are billed properly for your services, to send you pertinent information about Grande's services, to improve quality of service, to answer questions that may involve troubleshooting, to ensure compliance with relevant contractual and legal obligations, and for tax and accounting purposes. More generally, applicable regulations allow Grande to use, disclose, or permit access to CPNI for the following purposes without customer approval: (1) to provide or market service offerings, or alternate versions of existing service, which may include additional or related offerings, within the category of service (i.e., local, inter-exchange) to which the customer already subscribes; (2) to provide optional extended area calling plans; (3) to market services formerly known as adjunct-to-basic services, such as, but not limited to, speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller ID, call forwarding, and certain Centrex features; (4) to provide inside wiring installation, maintenance, or repair services; (5) to initiate, render, bill for, or collect customer-authorized telecommunications services; (6) to protect the rights or property of Grande; and (7) to protect users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. Grande also may use CPNI to market services other than those to which a customer already subscribes, or alternate versions of existing service, which may include additional or related offerings, if such customer contacts Grande to inquire about such service offerings and gives approval for use of CPNI

in connection with the customer's inquiry.

Customer Right to Restrict Use of CPNI for Certain Marketing

Grande may also use your CPNI to market new communications-related services to you, beyond the category or categories of service to which you already subscribe. Under federal regulations, you have the right to restrict Grande from using your CPNI for this purpose ("opt out"). In order to restrict Grande's use of your CPNI for marketing new services, you must send a notice to Grande in writing to the address listed above, stating you wish to "opt out" of this use of your CPNI. Grande will not assess a fee for any election to restrict the use of customer CPNI, and your request to restrict use of your CPNI will not affect the provision of any services to which you already subscribe.

Customer Approval Required

Grande may not use, disclose, or permit access to customer CPNI for marketing and non-service related purposes other than those set forth above, without your affirmative approval ("opt in"). In this notice Grande is not requesting your "opt in" approval for use of CPNI.

Duration of Opt Out or Opt In Election

Any approval or denial of approval for use of CPNI will be valid until the customer affirmatively revokes or limits such approval or denial. If you do not "opt out" within thirty (30) days of receiving this notice for the first time, your approval to use your CPNI will be assumed. However, you have the right to opt out or opt in at any time.

Customer Request to Release CPNI

Through an affirmative written request, a customer may direct Grande to disclose CPNI to a specific person or for a specific purpose.

Security Code

Due to federal regulations, Grande Communications is required to obtain accurate identification from the Grande account holder before making any adjustments to an account. To do so, Grande has assigned a Security Code to every customer's account. This Security Code will be required every time the customer calls in to access or make changes to the account. Customers may change the Security Code by contacting Grande's Customer Care Representatives (see contact information section).

Commercial Customers

Commercial customers in their Service Agreements may have waived the above security code requirement and/or may have provided opt out or opt in consent as set forth above. Please refer to your Service Agreement for information, and contact Grande's Customer Care Representatives, if you have any questions.

911 Customer Advisory

Under certain circumstances, Grande's digital phone service will not support Traditional 911 or Enhanced 911 dialing access to emergency services ("911"). The address associated with a 911 call on Grande's service is specific to the customer's original service location only. Movement of digital phone equipment from the original service location to a new service location may result in mistaken identification of the 911 call as having come from the original service location. If the coaxial cable or telephone line is removed from its connection on the phone equipment, an improper network connection will result and may render the phone service, including 911, unusable.

If there is a power outage, your equipment has a battery back-up. However, in the case of a complete power loss, network outage, broadband internet outages or congestion, disconnection of service, or other conditions beyond the reasonable control of Grande, you may either be unable to access 911 or your access to 911 may be delayed or impaired. You must inform all household residents, guests, and other third persons who may be present at the physical location where Grande phone service is utilized as to the important limitations on emergency response services as detailed herein. Customer understands and acknowledges that Grande, its affiliates, subsidiaries, parent companies and network service providers, will have no liability whatsoever with respect to 911 dialing on Grande's phone service. Customer agrees to defend, indemnify, and hold harmless the aforementioned entities from any claims, losses, damages, costs and expenses (including reasonable attorneys' fees) relating to such 911 dialing by customer and/or any user of customer's Grande phone service.

BACKUP POWER DISCLOSURE NOTICE

Ensuring Continuity of 911 Communication

Back-Up Battery Power for Residential Phone Services

Your Grande telephone service is provided via the telephone modem we have installed at your location. This device needs electrical power to provide service. In the event of a power outage, your phone service, including access to 911, will not work unless you have a working back-up battery installed in your modem. (Note that even with a back-up battery, service may still be unavailable due to other circumstances such as downed poles and wires or outages affecting equipment in the Grande network.) Cordless phones may not work during a power outage.

Currently, Grande will provide an internal back-up battery for Grande-supplied residential telephone modems at no charge, upon request from the customer [and will replace the back-up battery without charge, upon request, as needed]. Batteries may be obtained at the time your residential telephone modem is installed or by calling our Customer Care Representatives (see contact information section). Our current trip charge fee may apply if a technician is dispatched after your initial installation.

Grande supplied batteries are rated to provide up to 8 or 24 hours of standby time when new. Active use of the telephone line during an outage will reduce the amount of standby time provided by the battery. Standby time may also be reduced in cold temperature conditions and/or as the battery ages. These batteries are not rechargeable and are provided for your use without warranty. Back-up batteries should be replaced every 1-2 years. The back-up battery should be kept installed in the modem.

Our back-up battery solution does not provide power to any services other than voice. Home security systems, medical monitoring devices and other equipment that may tie into your home phone line will not run off a home phone back-up battery. Please contact the providers of those systems to secure alternate solutions for those services in the event of a power outage.

Any issues with back-up battery functionality should result in either a visual alarm turning on or an audible alarm sounding periodically. You can test the battery by unplugging your modem from the power outlet. If the lights on the modem stay lit, the battery is working. You should check the battery at least annually for any signs of deterioration or leakage.

In addition to the battery Grande offers, Customers may also purchase an external UPS (Uninterruptible Power Supply) from third-party retailers, at their own cost, to provide or extend telephone back-up time. These systems are commonly available through electronics and office supply retailers, whose websites provide additional information on capacity and prices.

LIFELINE PROGRAM

Grande provides discounted residential basic telephone service for qualifying low income customers, under the Lifeline Program. Only eligible consumers may enroll in the Program and the Program is limited to one benefit per household, whether wireline or wireless. A household is all persons living together at a same address and sharing income and expenses. Lifeline service cannot be transferred from one customer to another. Lifeline is a government benefit program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or barred from the program. For details, contact your Grande Customer Service Representative (see contact information section) or the Public Utility Commission of Texas at (888) 782-8477 or go to <http://www.puc.state.tx.us/consumer/lowincome/assistance.aspx> to enroll in the Lifeline Program.

INSTALLATION AND SERVICE MAINTENANCE POLICIES

Grande schedules installations one to three days from the time of the request, but always within seven days, unless otherwise specified by the customer. We perform standard installations (those that are located within 150 feet from the existing distribution system) within 7 days.

Grande offers "appointment windows" of no longer than four hours, and generally within two and three hour blocks. Grande will not cancel an appointment after close of business on the prior day. If we are late or cannot meet a scheduled appointment, we will contact you and, if necessary, arrange a convenient time to reschedule. We respond to service outages or interruptions within 24 hours and we schedule other repairs for next business day resolution.

Basic Tier Availability

The Basic Service Tier is the lowest level of cable service. Basic Service may include off-air broadcast stations, franchise-required public, educational and governmental access channels (if any) and any additional video programming signals or services as determined by Grande. Please visit our website at <https://mygrande.com/cable-tv/channel-list> for a full listing of Channels and Services offered on the Basic Service Plan. All such programming varies on a community-by-community basis and is subject to change at any time. A cable customer must subscribe to the Basic Service Tier in order to subscribe to any Cable Service Tier of service offered by the cable company.

CableCARD Information

A CableCARD is a unidirectional device that can be used with a CableCARD compatible retail device (e.g., TiVo devices or CableCARD ready televisions). This offers you the choice of purchasing a compatible CableCARD device from a retailer to access Grande's video services, instead of leasing a digital converter or digital adapter from Grande. Customers using a CableCARD can use their retail devices to access all one-way digital cable channels.

If you choose to use a CableCARD device instead of using a Grande digital converter, you will only be able to receive one-way digital cable channels and will not be able to receive VOD, Pay-Per-View and the interactive programming guide. Prices for CableCARDs are set forth in the current pricing guides.

We will replace and/or repair malfunctioning equipment that we lease. You will be charged, however, for any visit that does not involve the repair of our equipment or which is due to misuse of our equipment. You may request that your cable service be disconnected at any time. Your billing for services will stop on the day you request to be disconnected. To avoid further liability, all digital receivers, modems, remote controls and other Grande-owned equipment must be returned at the time of disconnection.

We reserve the right to change our service equipment, prices, and fees at any time. We also reserve the right to rearrange, delete, add to or change the services provided. If we do any of these things, pursuant to federal and local requirements, we will notify you in advance of the change and inform you of its effective date.

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 ninety (90) days of a service call.

The Plan's coverage and exclusions are as follows:

Plan Coverage:

- Inside wiring (including wire concealed within a wall or wire that is wall finished), jumper cables, coax, composite cables, splitters, HDMI, twisted pair, Grande network amps and networking cables.

- 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 (e.g., TV, Surround Sound System and speaker wiring, DVD Player, PC, Scanner, Router, Faxes, external devices, Telephones, etc.)
- Activations, moves or reconfiguration of phone jacks or data/cable outlets.
- 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 a 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 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.