



## TELECOMMUNICATIONS SERVICES AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND AGREED BETWEEN Grande Communications Networks, LLC ("Grande") and the "Customer" as described in the accepted Service Request Form attached hereto and incorporated herein (collectively, this "Agreement").

1. Services. Subject to the terms and conditions contained herein, Grande agrees to provide to Customer, and Customer agrees to purchase from Grande, the telecommunications service(s) identified in the accepted Service Request Forms attached hereto and incorporated herein (collectively, the "Service" or "Services").

2. Term. The term of this Agreement with respect to each accepted Service Request Form shall commence on the Requested Service Date (as specified in an accepted Service Request Form) or the date upon which the Service first becomes available, whichever is later (the "Service Commencement Date"). Unless canceled in writing by either party at least thirty (30) days prior to expiration, Service will automatically continue on an annualized term under the same terms and conditions. The term of the Service under this paragraph is hereinafter referred to as the "Service Commitment Period."

3. Tariff Applicability. If the Service provided hereunder is subject to the rates, terms and conditions contained in Grande's tariffs ("Tariffs") on file with the Federal Communications Commission ("FCC") or on file with the Public Utility Commission of Texas ("PUCT"), this Agreement shall be subject to changes, modifications, orders and rulings by the FCC or the PUCT. In the event of a conflict between the terms of the applicable Tariffs and this Agreement, the terms of the Tariffs shall control and supercede the terms of this Agreement. If Tariffs do not govern the Service, this Agreement and its rates, terms and conditions set forth herein shall fully control. If during the term of this Agreement the Tariffs covering the Service are withdrawn pursuant to statutory changes or orders from the FCC, or other governmental or judicial authority, this Agreement shall continue in full force and effect and the rates, terms and conditions set forth herein shall fully control.

4. Charges. For the Service provided pursuant to this Agreement, Customer shall pay Grande the rates and charges set forth in the applicable

Service Request Form. Customer shall also pay all applicable federal, state and/or local taxes, fees and surcharges that may be required under applicable law, regulation or tariffs in connection with the Service. Such taxes, fees and/or surcharges are subject to change without notice to Customer. Charges for ancillary services, including but not limited to, charges for installation and change orders, used by Customer will be imposed at Grande's current rates and such charges are also subject to change without notice to Customer.

5. Payment of Charges. Payment for installation and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided. Thereafter, payment for monthly recurring charges shall be made in advance of the month for which Service shall be provided, and shall be due on the first day of such month. In the event Customer fails to pay Grande's invoice in full or remit payment to the proper address on or before ten (10) days after the due date, Customer shall also pay a late payment charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, on all overdue amounts until Customer's account is current. Should Customer have a billing dispute, Customer must provide notice to Grande in writing within thirty (30) days of the invoice date with a detailed explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion as and when due. If Grande determines that a disputed charge was billed correctly, payment shall be due from Customer with five (5) days after Grande advises Customer that the dispute is denied.

6. Credit Check/Deposit. Customer's credit history is subject to review by Grande. In conformity with Grande's established policies, if Customer's financial condition cannot be verified or is otherwise unacceptable to Grande, Grande may establish certain credit measures including but not limited to setting toll usage limitations and requiring deposits or irrevocable letters of credit as a condition to providing Service. The provisions of this Section 6 are independent of, and in addition to, such other rights and remedies as Grande may have at law or in equity or otherwise for any breach of this Agreement by Customer.

7. Unauthorized Use. Grande does not warrant or guarantee that it can prevent unauthorized use or misuse. Grande shall not be liable for any damages, including charges for service under this Agreement that Customer may incur as a result of unauthorized use or misuse of the Service by Customer's employees, contractors and agents, invitees, other third parties or the public. Customer will remain responsible for all charges.

8. Customer Proprietary Network Information ("CPNI"). Customer agrees that Grande may release to Customer's representatives call detail, billing information and other CPNI associated with the Service without establishing a password for authentication purposes. Customer agrees that

Grande may rely, in lieu of a password, on the use of account information (including, but not limited to, account number, billing address, contact name(s), and identification of the Service) and other commercially reasonable processes to authenticate Customer's representatives who contact Grande's dedicated account representative(s) to request CPNI. Customer acknowledges that this alternative authentication regime is for Customer's convenience, and, if Customer elects not to require the use of a password, Customer assumes the risk of inadvertent or unauthorized disclosure of CPNI. Customer has a right, and Grande has a duty, under federal law to protect confidentiality of CPNI. Customer may request that Grande implement password protection for Customer's CPNI at any time upon written notice. Customer further acknowledges that Grande, its agents and its affiliates that provide communications-related services may access, use and disclose Customer's CPNI to market communications-related services to Customer, unless and until Customer "opts-out" as provided in the Grande Customer Proprietary Network Information (CPNI) Notice. Grande may share Customer's CPNI with its independent contractors and/or joint venture partners for purposes of marketing new or additional services and in connection with Customer's current Service. Customer expressly consents ("opts-in") to such use of its CPNI by its signature below, unless and until Customer revokes or denies such consent by written notice to Grande. Customer may deny or withdraw access to CPNI for marketing purposes at any time, and such denial of consent shall not affect the provision of current Service.

9. Limited Warranty. GRANDE WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE SUBSTANTIALLY IN ACCORDANCE WITH SERVICE DESCRIPTIONS. GRANDE DOES NOT WARRANT THE SERVICE WILL BE PROVIDED WITHOUT INTERRUPTION. IF THE SERVICE DOES NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, GRANDE WILL REPAIR THE SERVICE AND ANY CREDITS FOR THE AFFECTED SERVICE WILL BE ISSUED IN ACCORDANCE WITH GRANDE'S THEN CURRENT POLICIES. THIS LIMITED WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability. GRANDE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF GRANDE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH

DAMAGES. GRANDE'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICE ARISING FROM ITS NEGLIGENCE OR BREACH OF THE AGREEMENT SHALL BE LIMITED TO THE CHARGES FOR THE SERVICE AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE.

11. Default. In addition to any other rights and remedies specified herein, or available to Grande at law or in equity, Grande shall have the following suspension and/or termination rights: (a) Grande may, upon three (3) days' prior written notice, immediately suspend all or any portion of the Service to Customer and/or terminate this Agreement without liability, if any Customer invoice is more than ten (10) business days past due; (b) Grande may, upon seven (7) days' prior written notice, immediately suspend all or any portion of the Service to Customer and/or terminate this Agreement without liability, in the event Customer shall fail to cure any material breach of this Agreement; and (c) Grande may immediately suspend all or any portion of the Service to Customer and/or terminate this Agreement without liability, if Customer files for bankruptcy or reorganization or fails to discharge any involuntary petition for the same within thirty (30) days after such filing, or if Customer otherwise becomes insolvent.

12. Indemnification. Customer shall indemnify, defend and hold harmless Grande and its affiliates, employees, directors, officers, representatives, subcontractors, interconnection service providers, suppliers and agents ("Grande Indemnified Parties") from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Claims"), to the extent any such Claim is asserted by a third party against any Grande Indemnified Party, directly or indirectly, by reason of or resulting from any Customer failure to perform an obligation under this Agreement or any action or inaction of Customer or its employees or agents that is illegal or constitutes negligence or intentional misconduct, or as a result of: (i) claims for libel, slander, infringement of copyright or unauthorized use of trademark, logo, trade name or service mark arising out of use of any Service; (ii) claims for patent infringement arising from combining or connection of facilities to use Grande's network; (iii) claims for damage to tangible property and/or personal injuries (including death) arising out of the negligence or willful act or omission of Customer; and (iv) claims that the content or the actions of Customer violate any law or regulation.

13. Termination. The rates and charges for Service set forth on the applicable Service Request Form are established, in part, in consideration of Customer's agreement to purchase Service for a specified term. After a Service Request Form is

accepted by Grande, Customer may cancel all or any portion of the Service prior to the expiration of the Service Commitment Period (an "Early Termination") by providing Grande with written notice of such Early Termination at least thirty (30) days prior to the effective date thereof. In the event of any Early Termination, or a termination by Grande in accordance with Section 11 herein ("Section 11 Default"), Customer shall remain liable for and pay to Grande, within ten (10) days after the effective date of the Early Termination or the Section 11 Default, and without any right of off-set against pre-paid non-recurring Charges, an amount equal to: (1) all non-recurring Service charges applicable to the cancelled Service remaining unpaid as of the effective date of the Early Termination or the Section 11 Default; plus (2) all accrued and unpaid monthly service charges for the cancelled Service through the effective date of the Early Termination or the Section 11 Default; plus (3) as liquidated damages, a Termination Fee equal to: (a) the remaining balance of all monthly service charges for the cancelled Service for the remainder of the Service Commitment Period if the Service Commitment Period is one (1) year or less; or (b) if the Service Commitment Period is longer than one (1) year, the remaining balance of all monthly service charges for the cancelled Service for the remainder of the first year of the Service Commitment Period, plus an amount equal to twenty percent (20%) of the balance of all monthly service charges for the terminated Service for the remainder of the Service Commitment Period. The parties agree that the Termination Fee is not a penalty, but rather, the parties' best estimate of the actual losses to be incurred by Grande as a result of such Early Termination by Customer or Section 11 Default by Grande, as applicable, the actual losses being difficult or impossible to calculate or ascertain. In the event of an Early Termination or a Section 11 Default, Customer shall not be entitled to any refund of all or any portion of any non-Recurring service charges paid by Customer prior to the effective date of the Early Termination or the Section 11 Default. In the event of any cancellation described in Section 11 or Section 13 herein, Customer shall also pay Grande an amount equal to any termination charges, expenses, fees or penalties incurred by Grande due to cancellation of relevant local access procured and administered by Grande on behalf of Customer plus any other reasonable costs, expenses or additional charges incurred as a result thereof.

#### 14. Restrictions on Service.

(a) Customer use of any Service provided under this Agreement is subject to applicable state and federal laws, rules and regulations. Notwithstanding anything to the contrary contained herein or elsewhere in any agreement between the parties, upon thirty (30) days prior written notice, Grande or Customer shall have the right, without liability, to cancel an affected portion of the Service, if any material rate or term contained herein and relevant to the Service is substantially changed by order of

the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission or other local, state or federal government authority, or due to a material change or termination of a relevant third-party contract of Grande affecting the terms and conditions, including, without limitation, pricing, contained herein (e.g., an underlying provider).

(b). Any service utilizing a dynamic integrated access device requires customer supplied power. A power supply failure will interrupt this service, including the ability to access emergency response services such as police, fire and 911.

(c) For telephone trunk based services, Grande shall utilize the Billing Telephone Number (BTN), the Customer name, and the Service Address of the telephone product specified on the Service Request Form for 911 and E-911 notification. If Customer desires all assigned outbound numbers to be reported to 911 and E-911, Customer must enter into a separate "PBX Agreement" with the local Public Safety Answering Point ("PSAP") and provide an executed copy to Grande. Within a commercially reasonable time after receipt of such executed copy of such a PBX Agreement, Grande shall enable all assigned outbound numbers to be transmitted for 911 and E-911 connection. Customer shall remain solely responsible for access to emergency response services such as police, fire and 911 for any private distribution of telephone numbers to service locations other than that listed as the BTN Service Address on the Service Request Form.

15. Force Majeure. If Grande's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, any instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, Grande shall not be liable for any such failure of performance.

#### 16. General Provisions:

(a) Customer accepts the responsibility for providing Grande with any tax or special access surcharge exemption forms as may be required by local exchange telephone companies.

(b) The provision of the Service will not create a partnership or joint venture between the parties or result in a joint service offering to third parties.

(c) This Agreement shall be governed by the laws of the State of Texas, without reference to its

principles of conflict of laws. In the event suit is brought or an attorney is retained by Grande to enforce the terms of this Agreement or to collect any money(s) due hereunder or to collect money damages for breach hereof, Grande shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

(d) This Agreement shall be binding upon and inure to the benefit of both parties hereto and their respective successors or permitted assigns, provided, however, that Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of Grande, which consent shall not be unreasonably withheld, and further provided that any assignment or transfer without such consent shall entitle Grande to terminate the Service provided hereunder at its options upon ten (10) days prior written notice. Grande may assign this Agreement without consent to any affiliated entity or to any successor in interest whether by merger, reorganization or transfer of all or substantially all of its assets or otherwise.

(e) If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement and Customer and Grande hereby agree to negotiate in good faith with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable. Either Party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the Agreement. Any waiver must be written and signed by the Parties.

(f) Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand or three (3) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to the applicable "Business Address" shown below. Either party hereto may change its address for notification purposes by giving the other party prior written notice as aforesaid specifying the new address and the date upon which it shall become effective.

(g) The Parties hereto hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement or arising out of, under, or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any Party hereto.

(h) This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts will be deemed to be an original, and such counterparts will constitute but one and the same instrument.

(i) Neither Party will disclose the terms of this Agreement to any other person without the prior written consent of the other Party, except as may be necessary to comply with applicable laws and regulations.

(j) This Agreement, including the relevant Schedules and Supplements thereto represents the entire understanding between the Parties in relation to the matters herein and supersedes all previous agreements whether oral or written made between the Parties in relation to the subject matter hereof. Except as otherwise agreed herein, this Agreement may only be modified by a writing signed by authorized representatives of both Parties. The headings in this Agreement are for convenience of reference and shall not affect its construction or interpretation.

(k) The covenants and agreements contained in this Agreement with respect to payment of amounts due, confidentiality, liability, and indemnification shall survive termination of this Agreement, regardless of the reason for termination. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.

(l) Each signatory to this Agreement does hereby represent and warrant that he has the authority to execute this Agreement on behalf of the party to this Agreement for whom he is executing this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth by signature of the accepted Service Request Form attached hereto and incorporated herein (collectively, the "Agreement").

GRANDE COMMUNICATIONS NETWORKS. LLC

CUSTOMER: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address:

Business Address

401 Carlson Circle

\_\_\_\_\_

San Marcos, TX 78666

\_\_\_\_\_

ATTN: Legal Department

\_\_\_\_\_

Telephone Number: (512) 878-4000

Telephone Number: \_\_\_\_\_

## Attachment A

### Hosted PBX Services and SIP Services

1. Customer with Hosted PBX service affirmatively requests that its employees, for whom Customer requests user IDs and passwords, be given access to Customer's call records via the secure web portal.
2. Customer shall, at its own expense, provide all necessary preparations required to connect to the Services and comply with Grande's installation and maintenance specifications for delivery of the Services. Customer shall be responsible for the costs of any relocation or removal of original services that result from Customer's actions in addition to the costs for the original service until such time as the Service is active. Additionally, Customer shall provide Grande or its agents with reasonable access to Customer's premises to perform any acts required under this Agreement.
3. **CUSTOMER PROVIDED EQUIPMENT.** Unless otherwise agreed in writing by an authorized representative of each Party, if Customer provides its own equipment in conjunction with the Services, then Customer is fully responsible for the installation, maintenance and configuration of such Customer-provided equipment. The Customer-provided equipment must be in working order before Grande or its agents will perform any installation that utilizes such equipment. Grande shall not be responsible for the maintenance, repair, or operation of any equipment not provided by Grande in connection with the Services.
4. Customer shall be responsible for all Customer premises data and voice network infrastructure, including but not limited to, hardware, software, cabling, services and components not provided by Grande including the selection, use compatibility, monitoring, support and troubleshooting thereof. If such items impair Customer's use of the Services, Customer shall remain liable for payment to Grande for the Services. Customer acknowledges that Grande is not responsible for ongoing support and maintenance of Customer network unless otherwise agreed in writing. Upon notice from Grande that any such component causes or is likely to cause a hazard, interference or obstruction of the Services, Customer shall eliminate such item promptly, and Grande may disconnect the Services immediately until such elimination occurs. Grande shall not be responsible: (a) for the installation, operation, management or maintenance of any hardware, software, cabling or services not provided by Grande in connection with the Services; (b) if any changes in the Services cause hardware, software, configurations, cabling or services not provided by Grande to become obsolete or to require modification; (c) if any modification or configuration performed by Customer or Grande or Customer provided equipment impairs the performance of Services hereunder; or (d) for the performance or availability of third party services or facilities provided hereunder.
5. **EQUIPMENT SOLD TO CUSTOMER.** To provide the Services, Grande may sell or finance equipment, such as IP Phone Sets to Customer. Grande's liability for such equipment shall pass to Customer upon installation, and title (if applicable) and all risk of loss or damage. Customer will be provided a twelve (12) month manufacturer's warranty from the date of purchase of equipment or Services. Customer shall be required to obtain authorization from Grande to return any equipment. Grande will provide replacement equipment only if the equipment is deemed to be defective and covered under the warranty. Grande will not cover replacement for lost, stolen or modified equipment. Equipment returned by Customer that is not covered under warranty may be refused by Grande and Customer will be responsible to pay return shipping charges.
6. **EQUIPMENT RENTAL.** To provide the Services, Grande may rent equipment, such as IP Phone Sets to Customer. The equipment installed by Grande belongs to Grande unless sold to Customer and paid in full. Customer may not sell, rent, lease, loan or give away the equipment without Grande's prior written consent and Customer 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. Customer may not use Grande equipment for anything but Grande services. Customer agrees not to attempt to make repairs to, or to alter, disturb or tamper with the equipment and that customer will not permit anyone other than Grande or Grande's agent to perform any work on the equipment. Customer is also responsible for preventing any tampering with or loss of or damage to the equipment.

7. In accordance with Grande's and any other relevant equipment manufacturer's specifications, Customer shall maintain a suitable environment for any Grande equipment housed on Customer's premises and/or on premises rented by Customer or under its control. Customer shall be liable for any and all damages to Grande –for any owned, rented or leased property that may be located on such premises, excluding reasonable wear and tear.
8. After the required thirty (30) days' notice and upon expiration or termination of this Agreement or any Sales Order Form: (i) the rights granted to Customer under this Agreement or the particular Service Order Form will cease immediately upon the effective date of such termination and be of no further force or effect; (ii) each party will promptly destroy or return to the other party all Confidential Information belonging to such party and certify in writing to the other party that all such Confidential Information has been so destroyed or returned (if applicable); (iii) Customer shall immediately surrender to Grande in its original condition, all equipment or other property owned, rented or leased by Grande that has been provided to Customer, and Grande or its agents shall have the right to take immediate possession of such equipment and, for such purpose, enter Customer's premises where such equipment is located, free from all claims by Customer; and (iv) if Customer has equipment on Grande's property, Customer shall promptly remove all equipment and other property as directed by Grande and restore the Space to its prior condition. Any equipment or other property not so removed by Customer may be removed and disposed of by Grande and Customer shall be liable for the cost of removal, disposal and restoration of the Space to its original condition. If Customer does not return all Grande property in its original condition, in Grande's sole discretion, reasonable wear and tear excepted, Customer shall be responsible for the replacement value of such property.
9. **Emergency 911 Services.** Customer agrees and acknowledges that due to the unique nature and portability and mobility of voice services provided over data networks ("IP telephony") and including the Grande services, emergency 911 operator services cannot be provided to Customer by Grande with certainty, consistency and reliability. Customer agrees to defend, indemnify and hold Grande and Grande's personnel harmless from any and all claims, damages, fines, penalties, and any other liabilities, including attorney fees, arising out of inaccuracy of any information or the inadequacy of any procedure or personnel relating to activation an implementation or provision of 911 services as related to Services. Grande and Grande personnel shall not be liable for civil damages to any person, corporation, or other entity for any loss or damage caused by any act or omission in the design, development, installation, maintenance or provision of 911 services other than an act or omission constituting gross negligence or willful misconduct.

## Attachment B

### CaTV Services

#### 1. VIDEO SERVICE (“CABLE TV”)

In addition to all other relevant terms provided in this Agreement, as part of Customer's use of Cable TV, Customer further understands and agrees that:

**2. Cable TV Service.** If Customer selects to receive the Cable TV Service, Grande shall provide Basic, Expanded or Digital Service tiers as selected by Customer. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating or any Cable TV service.

**3. Line Up Subject to Change.** Grande shall have the right to add, modify, or delete channel line-ups.

**4. Equipment Upgrade.** In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, Grande agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by Grande to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

**5. Limited Use.** The programs, content and other service provided through Grande's Cable TV Service are for use solely at the Customer premises identified on the Service Request Form. Customer may not directly or indirectly charge any fee as a condition to viewing the Service; permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services (or any part thereof) unless Customer can demonstrate to the reasonable satisfaction of Grande that Customer or a third-party has obtained a then-current music license permitting such activity; insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements; and that Cable TV is not duplicated, redistributed or accessed in violation of any applicable law.

**6. Audit.** Grande shall have the right to audit Customer's usage of the Cable TV Service. In the event that any Grande audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay Grande an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall discontinue such excess usage (but shall continue to pay the additional liquidated damages Service Charges for so long as such additional usage continues).

**7. Taxes and Fees Additional.** The monthly service charges set forth in the Service Request Form for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers unless Customer has entered into a fixed price promotion or bundle, as indicated on the Service Request Form.

**8. Access to Premises.** Customer shall permit Grande reasonable access to the Customer premises to ascertain, among other things, the number of television sets receiving the Cable TV Service.

**9. Inside Wire and Customer Equipment.** Customer, at its sole expense, agrees to furnish, install and maintain the inside wiring, television sets and other Customer equipment. Customer shall ensure that any such Customer equipment is compatible with the Cable TV service including, without limitation, the provision and use of appropriate tuners and sets having HDTV compatibility. Grande shall have no obligation to connect non-compatible Customer equipment. Grande shall not be responsible for, and Customer will not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Customer equipment or any systems, equipment or facilities of any third party.

**10. No Interference.** Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV service. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Cable TV Service, including without limitation delivery method and any programming contained within the Cable TV Service.

**11. Outages.** Subject to applicable law, a credit may be given for qualifying outages. If there is a known Cable TV interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), Grande, upon prompt notification of such failure or interruption by Customer, may either provide Customer with a pro-rata credit relating to such failure or interruption, or at Grande's discretion, in lieu of the credit, provide alternative programming during any program interruption.

**12. Programming Content.** Customer understands and agrees that by using Cable TV, Customer, end users or visitors to the Premises may be exposed to materials or content that may be offensive, sexually explicit or objectionable to Customer. Parental control devices are available upon Customer's request for use with the Video Service to block certain programming and/or filter certain content. Grande makes no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will Grande be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Video Service.

**13. Security.** Grande has no obligation to track the Cable TV provided to Customer; however, as a part of



the provision of Service and in order to protect from unauthorized reception of Service, Grande may track through its cable television system the channel or Service selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Cable TV service and/or to protect Grande, its cable television system, Services, Equipment and/or Customers.

**14. Music Rights Fees.** In all cases, Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI") and SESAC, Inc. ("SESAC") or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate in connection with Customer's transmission, retransmission, communication, distribution, performance or other use of the Services, whenever and wherever applicable.