

**PRIVACY POLICY FOR
DATA STREAM RESIDENTIAL INTERNET SERVICE**

Effective 5/1/2017

I. COVERAGE OF THIS POLICY

The following terms and conditions (“Policy”) apply to the use of and access to Internet services (“Service”) provided by Data Stream Inc. (the “Company,” also referred to as “Data Stream,” “We,” or “Us”) to you (a “Subscriber”), including your use of Company-owned or operated networks used to provide Internet services (the “Network”).

Data Stream respects your privacy and is committed to protecting it through our compliance with this Policy. This Policy describes the types of information we may collect from you or that you may provide to us, and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This Policy is in addition to any restrictions or conditions contained in the Company’s Agreement for Residential Services with you (the “Subscriber Agreement”), the Company’s Acceptable Use Policy, and any other agreements between the Company and you.

By using or accessing the Service or the Network, you agree with this Policy. If you do not wish to be bound by this Policy, you should not access, subscribe to, or otherwise use the Service or the Network and must immediately stop all use of the Service or the Network.

II. COLLECTION OF DATA

The Company collects information in various ways from you and other Subscribers who access the Service and Network. We use this information primarily to provide a customized experience as you use the Service and, generally, do not share this information with third parties. However, we may disclose personal information collected in very special circumstances, such as when we believe that such disclosure is required by law or other situations described below.

Subscribers are asked to provide certain personal information when they sign up for the Service including name, address, telephone number, and billing information (such as a credit card number). The personal information collected from Subscribers during the registration process is used to manage each Subscriber’s account (such as for billing purposes). This information is not shared with third parties, unless specifically stated otherwise or in special circumstances, except that it may be shared with our agents or vendors who help us provide the Service or our Network (“Agents”).

We will obtain written agreements from our Agents that they will safeguard personal information consistently with this Policy. Examples of appropriate assurances that may be provided by Agents include: a contract obligating the Agent to provide at least the same level of protection as is set forth in this Policy. Where the Company becomes aware that an Agent is using or disclosing personal information in a manner contrary to this Policy, the Company will take reasonable steps to prevent or stop the use or disclosure.

When Subscribers send e-mail inquiries to the Company, the return e-mail address is used to answer the e-mail inquiry we receive. The Company does not use the return e-mail address for any other purpose and does not share the return e-mail address with any third party.

We or our Agents may periodically conduct both business and individual Subscriber surveys. We encourage our Subscribers to participate in these surveys because they provide us with important information that helps us to improve the types of services we offer and how we provide them to you. Information provided by you in response to a survey from us will remain strictly confidential, even if the survey is conducted by a third party. Participation in our customer surveys is voluntary and refusal to participate will have no negative effect, now or in the future, on our provision of the Service to you.

If Data Stream's business is sold or transferred to another owner, we may share personal information in connection with that transaction, as necessary for the acquiring entity to provide the Service. The acquiring company will assume the Company's rights and obligations regarding your personal information.

III. DISCLOSURE OF DATA

It is the Company's policy not to use or share the personal information about Subscribers in ways unrelated to the ones described above without prior opt-in authorization by you. However, the Company may disclose personal information about Subscribers, or information regarding your use of the Service, Network, or websites accessed through the Service or Network, if, in our sole discretion, we believe that we are required to do so, including: to satisfy laws such as the Electronic Communications Privacy Act, regulations, governmental or legal requests for such information, or as authorized under Minnesota Statutes Chapter 325M; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Acceptable Use Policy or other user policies; to provide the Service and operate our Network properly; or to protect the Company and our Subscribers.

IV. DATA PROVIDED BY YOU TO OTHERS

Many uses of the Internet involve the user providing contact information or personal information. For example, at many websites you can purchase products and services or register to receive materials or information. In general at such websites, you may be asked to provide contact information, such as your name, address, e-mail address, phone number, and credit/debit card information, or information about another person (such as the address to whom a package should be sent). Similarly, you may provide personal information over the Internet through social networking websites or apps. Please remember that any information you may disclose in public areas of the Internet becomes public information. You should exercise caution when deciding to disclose personal information in these public areas. The Company has no control over the third parties' use of any personal information you provide in these and other contexts. Please exercise care when doing so.

Be aware that if you visit websites where you are prompted to log in or that are customizable, you may be required to accept cookies. Advertisers and partners on many websites may also use their

own cookies. We do not control use of these cookies and expressly disclaim responsibility for information collected through them.

V. CUSTOMER ACCESS AND CHOICE

You may examine and correct, if necessary, the personally identifiable information regarding you that is collected and maintained by the Company in our regular business records. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. You can contact us and we will correct our records if you make a reasonable showing that any of the personally identifiable information we have collected about you is inaccurate. If you have any questions regarding this Policy, or wish to contact us about your personal information, please reach us as follows: 888-719-2464, or www.dtestream.com.

We may send a welcome e-mail and sometimes other information to new Subscribers to the Service. We may also send service-related announcements to you from time to time. For example, we may send you an e-mail announcement about a pricing change, a change in operating policies, or a service appointment. You may not opt out of these service-related communications. If you fail to check your primary e-mail address for service-related announcements, you may miss important information about our services, including legal notices, for example. We are not responsible for your failure to check your primary e-mail address and any resultant failure to see important service-related announcements.

We and our Agents use all commercially reasonable efforts, including by use of an encrypted Web server, to protect the security of credit card and ACH debit transactions used by Subscribers to pay for the Service. We maintain credit card and ACH debit information collected during transactions in a secure database for fraud prevention and accounting and recurring billing purposes. Stored information from credit card or ACH debit transactions is not released by Us to unauthorized third parties except in response to a subpoena or court order.

We may send you promotional or commercial e-mail about the Service or products or special promotions, as permitted by applicable law. You can manage the promotional or commercial e-mails the Company may send to you by following the instructions contained in the e-mails or by going to www.dtestream.com and signing in with your username and password to access the My Stream feature and following the directions there. If you no longer wish to receive these e-mails you may opt out of receiving them by going to the same page and changing your contact preferences. If you deny or restrict your approval for us to e-mail in this way, you will suffer no effect, now or in the future, on how we provide the Service to you.

If we, at a later time, desire to disclose personally identifiable information about you in ways other than as set forth herein, we will first obtain authorization from you in writing or by electronic means. The request for authorization will reasonably describe the types of persons to whom the personally identifiable information may be disclosed and the anticipated uses of the information. The authorization will be obtained by an affirmative act by you (i.e., opt-in).

If you believe that you have been aggrieved by any act of ours relating to personal or private information in a way that violates applicable law, we encourage you to contact us directly at 888-

719-2464, or www.dtestream.com in order to resolve your question or concern. Other rights and remedies may be available to you under federal or other applicable laws as well.

VI. CHILDREN'S PRIVACY

Protecting children's privacy is important to the Company. The Company does not operate websites, apps, or other services that collect, use, or disclose personal information from children under the age of 13. It is our policy to comply as applicable with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. The Company recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. The Company is not responsible for any content accessed by you or minors. For information about tips, tools, age-appropriate or kid-friendly Web sites and how to report online trouble, please visit www.getnetwise.org. The Company recommends that children ask a parent for permission before sending personal information to the Company, or to anyone else online. The Company may also provide customers the option to implement certain parental controls. If you are interested in implementing parental controls, please contact customer service at 888-719-2464, sales@dtestream.com.

VII. DATA SECURITY

The Company takes reasonable precautions to protect your personal information in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction. The Service and Network have security measures in place to protect the loss, misuse, and alteration of the information under our control. While we use all commercially reasonable efforts to ensure the integrity and security of our Service and Network, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

VIII. CHANGES TO POLICY

We will provide you with a copy of this Policy at the time we enter into an agreement to provide the Service to you, and annually afterwards, or as otherwise permitted or required by law. You can view the most current version of this notice by going to www.dtestream.com/terms.

The Company may modify this Policy at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified terms at www.dtestream.com/terms. If you find the changes unacceptable, you have the right to cancel the Service. If you continue to use the Service following notice of the changes, we will deem that to be your acceptance of and consent to the changes in the revised Policy.

IX. OTHER TERMS AND CONDITIONS

This Policy is governed by and construed under the laws of the State of Minnesota, without regard to its conflict of laws principles. The federal courts within the state of Minnesota and state courts in Hennepin County, Minnesota, have exclusive jurisdiction over and venue of any suit that relates to this Policy.

Failure by Company to insist upon or enforce strict performance of any provision of this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Agreement. If any provision of this Policy is found to be unenforceable or invalid, this Policy's unaffected provisions will remain in effect.

You can send questions regarding this Policy to, and report violations of it, at www.dtestream.com or 888-719-2464.