

No. 24-171

IN THE

Supreme Court of the United States

COX COMMUNICATIONS, INC. and COXCOM, LLC,

Petitioners,

v.

SONY MUSIC ENTERTAINMENT, et al.,

Respondents.

On Writ of Certiorari to the
U.S. Court of Appeals for the Fourth Circuit

**JOINT APPENDIX VOLUME 2 of 2
PAGES 397-538**

E. Joshua Rosenkranz
ORRICK, HERRINGTON &
SUTCLIFFE LLP
51 West 52nd Street
New York, NY 10019
(212) 506-5000
jrosenkranz@orrick.com

*Counsel of Record for
Petitioners*

Paul D. Clement
CLEMENT & MURPHY, PLLC
706 Duke Street
Alexandria, VA 22314
(202) 742-8900
paul.clement@clement
murphy.com

*Counsel of Record for
Respondents*

PETITION FOR A WRIT OF CERTIORARI FILED
AUGUST 15, 2024
CERTIORARI GRANTED JUNE 30, 2025

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FINAL
7/6/2011

[1058] **MEMORANDUM OF UNDERSTANDING**

Whereas:

- Copyright infringement (under Title 17 of the United States Code) on the Internet ("Online Infringement")—including the illegal distribution of copyrighted works such as music, movies, computer software, gaming software, e-books and the like via Peer-to-Peer ("P2P") file exchanges and other illegal distribution via Internet file hosting, streaming or other technologies—imposes substantial costs on copyright holders and the economy each year. Online Infringement also may contribute to network congestion, negatively affecting users' Internet experiences. The availability of copyrighted content, including live and recorded programming, from pirated sources harms legitimate content creation and distribution. Content creators are taking steps to make lawful content more available online. The lawful online distribution businesses are vibrant and growing and they are harmed by infringement. In addition, law enforcement is pursuing opportunities to enhance its ability to investigate, prosecute, and ultimately punish and deter those who violate copyright law.

- While the government maintains a critical role in enforcing copyright law, it should be readily apparent that, in an age of viral, digital online distribution, prosecution of individual acts of infringement may serve a purpose, but standing alone this may not be the only or best solution to addressing Online Infringement. If Online Infringement is to be effectively combated, law enforcement must work with all interested parties, including copyright holders, their licensees, artists (and the guilds, unions and other organizations that represent them), recording companies, movie studios, software developers, electronic publishers, Internet Service Providers (“ISPs”), public interest groups, other intermediaries and consumers on reasonable methods to prevent, detect and deter Online Infringement. Such efforts must respect the legitimate interests of Internet users and subscribers in protecting their privacy and freedom of speech, in accessing legitimate content, and in being able to challenge the accuracy of allegations of Online Infringement. This work should include an educational component because evidence suggests that most informed consumers will choose lawful services and not engage in Online Infringement. This work also should include the development of solutions that are reasonably necessary to effectuate the rights that are granted by copyright without unduly hampering the legitimate distribution of copyrighted works online or impairing the legitimate rights and interests of consumers and ISPs. Such efforts

serve not only the shared interests of creators and distributors of creative works, but also the interests of Internet users who benefit from constructive measures aimed at education and deterrence in lieu of litigation with its attendant costs and legal risk.

- A reasonable, alert-based approach may help to protect legal rights granted by copyright and stem the unlawful distribution of copyrighted works, while

* * *

[1059] F. Each Participating ISP agrees to communicate the following principles in its Acceptable Use Policies (“AUP”) or Terms of Service (“TOS”): (i) copyright infringement is conduct that violates the Participating ISP’s AUP or TOS and for which a Subscriber may be legally liable; (ii) continuing and subsequent receipt of Copyright Alerts (as defined in Section 4(G) below) may result in the Participating ISP taking action by the application of Mitigation Measures (as defined in Section 4(G)(iii) below); and (iii) in addition to these Mitigation Measures, the Participating ISP may also adopt, in appropriate circumstances, those measures specifically authorized by section 512 of the Digital Millennium Copyright Act (“DMCA”) and/or actions specifically provided for in the Participating ISP’s AUP and/or TOS including temporary suspension or termination, except that nothing in this Agreement alters, expands, or otherwise affects any Participating ISP’s rights or obligations under the DMCA.

G. Each Participating ISP will develop, implement and independently enforce a Copyright Alert program as described in this Section 4(G) (each such program a “Copyright Alert Program”), provided that each Participating ISP shall not be required to exceed the notice volumes pertaining to its Copyright Alert Program as established in Section 5 of this Agreement. Each Participating ISP’s Copyright Alert Program will be triggered by the Participating ISP’s receipt of an ISP Notice that can be associated with a Subscriber’s account and will result in the Participating ISP sending one (1) or more alert notices to the applicable Subscriber concerning the ISP Notice, as further described below (each such alert notice a “Copyright Alert”).

Each Participating ISP’s Copyright Alert Program shall be comprised of six (6) Copyright Alerts, except that a Participating ISP may elect to send a single Educational Step Copyright Alert (as defined in Section 4(G)(i) below). However, to give an affected Subscriber time to review each Copyright Alert pertaining to such Subscriber’s account and to take appropriate steps to avoid receipt of further Copyright Alerts, a Participating ISP and its Subscriber will be afforded a grace period of seven (7) calendar days after the transmission of any Copyright Alert before any additional Copyright Alerts will be directed to the account holder (the “Grace Period”). The same Grace Period shall apply following the sending of a Mitigation Measure Copyright Alert (as described in Section 4(G)(iii) and (iv) below) and during the pendency of any review requested by a Subscriber following the receipt of either such Copyright Alert. During such Grace

Period, any further ISP Notices received by the Participating ISP that the Participating ISP determines to be associated with the applicable Subscriber's account will be handled as described in sub-paragraphs (i), (ii), (iii), and (iv) below.

Each Participating ISP shall use commercially reasonable efforts to develop a Copyright Alert Program in accordance with this Section 4(G), and shall work in good faith to complete all technical development work necessary for implementation of its Copyright Alert Program by a target launch date set forth in the applicable Implementation Agreement (each Participating ISP's target launch date referred to herein as its "Copyright Alert Program Launch Date").

[1060] **Cox Communications Policies**

Cox Communications policies regarding our services and business practices.

Cox® High Speed Internet Acceptable Use Policy

Introduction

Updated 11/18/11

CoxCom, LLC and its affiliates and/or distribution partners (collectively “Cox”) are pleased that you have chosen Cox® High Speed Internet SM service (the “Service”). Our goal is to provide you and our other subscribers with an enriched, high quality Internet experience. This Acceptable Use Policy (the “AUP”) has been designed to protect our Service, our subscribers, and the Internet community from inappropriate, illegal or otherwise objectionable activities.

Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Violation of any term of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Cox account. This AUP should be read in conjunction with the Cox High Speed Internet Subscriber Agreement, Privacy Policies, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. The AUP will be

updated from time to time, so you should consult this document regularly to ensure that your activities conform to the most recent version. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE COX CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Prohibited Activities. You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- Harm to Minors. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is

otherwise offensive or objectionable in Cox's sole discretion.

- [1061] Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature.
- Access or use the Service with an IP address other than the dynamic Internet Protocol ("IP") address assigned to you which adheres to dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.
- Modify any cable modem connected to the Cox network, regardless of whether the modem is owned by you or leased from Cox, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. Cox may work with law enforcement if any such theft or fraud occurs.
- Modify the MAC address of any modem connected to the Cox network.
- Collect or store personal data about other users.
- Use an IP address not assigned to you by Cox.
- Violate any other Cox policy or guideline.

- Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.

2. Intellectual Property Infringement. You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, moral rights, or propriety rights of any party. Cox assumes no responsibility, and you assume all risk regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

3. User Content. You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Cox reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that Cox deems, in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable.

4. Commercial Use. The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell the Service or otherwise make the Service available for use to persons outside your dwelling (for example, through an open wireless home network). You agree not to use the Service for operation as a de facto Internet service provider, or for any other business enterprise (whether for profit

or nonprofit), including, without limitation, IP address translation or similar facilities intended to provide additional access. For commercial Internet service please contact Cox Business.

5. Servers. You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Cox.

6. Misuse of Service. You may be held responsible for any misuse of the Service that occurs through your account or IP address, even if the misuse was inadvertent. You must therefore take [1062] precautions to ensure that others do not gain unauthorized access to the Service or misuse the Service, including conduct in violation of this AUP.

7. Hacking/Attempted Unauthorized Access. You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools for compromising security, such as password guessing programs,

cracking tools, packet sniffers or network probing tools, is prohibited.

8. Security. You are solely responsible for the security of any device connected to the Service, including any data stored on that device. You are responsible for implementing appropriate security precautions for all systems connected to the Service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions. You are responsible for enabling the security of any wireless (Wi-Fi) networks connected to the Service. Any wireless network installed by the customer or a Cox representative that is unsecured or “open” and connected to the Cox network is prohibited. You authorize Cox to use technology to detect unsecured wireless networks associated with your use of the Service. If Cox determines that you are using the Service via an unsecured wireless network, Cox will notify you to enable the Security on the Wi-Fi device.

9. Disruption of Service. You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to “crash” a host.

10. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to

its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend the Service without prior notice if we detect a harmful program such as a virus infection. Your service will be resumed once the harmful program is removed.

11. Email. You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any web site that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of

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Defendants' Trial Exhibit 210

[1063] Customer Safety and Abuse Operations

Residential Abuse Ticket Handling Procedures

Revision History

Author	Revision	Date	Notes
Corporate Customer Safety	4.0	10/18/12	

Stakeholders

Department	Represented By
Corporate Customer Safety	<u>CCI-AbuseCorporate@cox.com</u>
Tier 2 NetSec	<u>HRD-.TOC@cox.com</u>

* * *

[1064] 3.0 Process Description

Subscribers may not use their Cox Internet Services to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademarks, or propriety rights of any party.

Our policy states that each case will be reviewed individually before termination. Please convey to our Subscribers that, depending upon the circumstances, if we continue to receive notices of their infringement, their service may be suspended and/or terminated.

Action Items

4.0 Investigation

Action Items	
1. Verify that the notice(s) in the ticket is/are valid. A valid DMCA Notice should contain the following: A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. 1. PGP signatures are required for automation 2. "signed..." & "/s/" are accepted as signatures B. Identification of the copyrighted content claimed to have been infringed. C. The location (IP Address, Port, URL, etc) of the infringing content. D. The complainant's contact information. E. Statement of "good faith belief" F. Statement of "under penalty of perjury"	
2. If the notice is missing any of the above requirements or if there is an error for the PGP signature	Notify CCI — Abuse Corporate, providing Ticket #
3. Verify that the correct Subscriber was identified by checking the infringement date & time and compare it with CATS DHCP Records. Update the ticket with the correct Subscriber or Abuse Date, if required.	

1. 5.0 Resolution — First Offense

Action Items	
<i>1. For the First Offense, within a 6 month period.</i>	<i>“Hold for further complaints.”</i>

6.0 Resolution — Repeated Offenses *with* Preferred or Cox.net Email Contact Available

[1065] 7.0 Resolution - Repeated Offenses — *without* Preferred or Cox.net Email Contact Available

<i>2nd Offense</i>	Send Email Warning
<i>3rd</i>	Send Email Warning
<i>4th</i>	Send Email Warning
<i>5th</i>	Send Email Warning
<i>6th</i>	Send Email Warning
<i>7th</i>	Send Email Warning
<i>8th</i>	Suspend Customer has option to self-reactivate
<i>9th</i>	Suspend Customer has option to self-reactivate
<i>10th</i>	Suspend to Tier 2 800#. Provide Tier 2 Worklog Notes
<i>11th</i>	Suspend to Tier 2 800#. Provide Tier 2 Worklog Notes
<i>12th</i>	Suspend to Atlanta 404# Advise Subscriber that if we continue to receive complaints, after this suspension, their

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	account will be under review for termination.
<i>13th</i>	Suspend to Atlanta 404# Advise the Subscriber that their account is under review for termination by and it may take up to several business days to complete the review.
<i>Continued Offenses</i>	Suspend to Atlanta 404# Account will be reviewed and considered for termination.
Action Items	

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Defendants' Trial Exhibit 496

[1126] **From:** [Redacted for Confidentiality]
Sent: 2/4/2013 11:02:04 PM
To: Cox Customer Safety [abuse@cox.net]
Subject: Re: [2.4.2013 12369801] Notice of
Copyright Infringement

[Part 0 (plain text)]

This is not from our computer. I am unaware if someone can tap into our computer or not. We are senior citizens - 77 and 74 and wouldn't even begin to know how to do what is set forth below.

Please advise.

[Redacted for Confidentiality]

----- Original Message -----

From: "Cox Customer Safety" <abuse@cox.net>
To: [Redacted for Confidentiality]
Sent: Monday, February 04, 2013 11:37 AM
Subject: [2.4.2013 12369801] Notice of Copyright
Infringement

Dear Customer,

This message is to advise that Cox Communications has received a notice claiming that you are using your Cox High Speed Internet service to post or transmit material in violation of U.S. Copyright law. We have included a copy of the complaint, which identifies the party raising it and the material claimed to be infringing.

We ask that you review the complaint and, if it is valid, promptly remove or disable access to the infringing material. If you disagree with the claims in the notice, you should contact the sender, and not Cox, to resolve the matter.

As an Internet Service Provider, Cox is responsible, under the Digital Millennium Copyright Act (“DMCA”), to advise when we receive a notice asserting infringement by you. We are also required to take appropriate action if further claims are received that you do not resolve. The material that you post or share online is your responsibility. Cox encourages responsible Internet use, but we do not monitor nor control the information you share. We have a duty, however, to take progressive steps when we received complaints of infringement.

If we continue to receive infringement claims such as this one, concerning your use of our service, we will suspend your account and disable your Internet connection until you confirm you have removed the infringing material.

To learn more about your responsibilities concerning copyrighted material, please refer to our help article at:

[1127] <http://ww2.cox.com/PeerToPeerNetworks>

General information & FAQs about DMCA notices:

<http://www.respectcopyrights.org/>

https://www.riaa.com/toolsforparents.php?content_selector=resources-music-copyright-notice

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If you would like to reply to this email, please keep the subject line intact for tracking purposes.

Sincerely,

Cox Customer Security

--- Original Message ---

-----BEGIN PGP SIGNED MESSAGE-----

Hash: SHA1

02-04-2013

Cox Communications

Sir or Madam:

I am contacting you on behalf of the Recording Industry Association of America (RIAA)—the trade association whose member music companies create, manufacture, and distribute approximately 85% of all legitimate music sold in the United States. =20

If you are an Internet Service Provider (ISP), you have received this letter because we have identified a user on your network reproducing or distributing an unauthorized copy of a copyrighted sound recording. This letter constitutes notice to you that this user may be liable for infringing activity occurring on your network. =20

If you are an Internet subscriber (user), you have received this letter because your Internet account was used to illegally copy and/or distribute copyrighted music over the Internet through a peer to peer application. =20

Distributing copyrighted works on a peer to peer system is a public activity visible by other users on that network, including the RIAA. An historic 2005 U.S. Supreme Court decision affirmed that uploading and downloading copyrighted works without the copyright owner's permission is clearly illegal. You may be liable for the illegal activity occurring on your computer.

To avoid legal consequences, a user should immediately delete and disable access to the unauthorized music on your computer. Learn how at the [1128] "About Music Copyright Notices" section of www.riaa.com. That section also contains practical information about: =20

- How you were identified and why illegal downloading is not anonymous
- What next steps to take
- Where to get legal music online

We encourage Internet subscribers to visit the website www.musicunited.org, which contains valuable information about what is legal and what is not when it comes to copying music. It also links to some of the more popular online music services where fans can go to listen to and/or purchase their favorite songs.

We have attached below the details of the illegal file-sharing, including the time, date, and a sampling of the music shared. We assert that the information in this notice is accurate, based upon the

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data available to us. We have a good faith belief that this activity is not authorized by the copyright owner, its agent, or the law. Under penalty of perjury, we submit that the RIAA is authorized to act on behalf of its member companies in matters involving the infringement of their sound recordings, including enforcing their copyrights and common law rights on the Internet. This letter does not constitute a waiver of any of our member's rights, and all such rights are expressly reserved.

We appreciate your efforts to reduce copyright infringement on your networks. If you have questions about this notice or need guidance on how to resolve this matter feel free to contact us at 1-888-868-2124 or send an email to the address listed below and we call you back. If you are able to identify and resolve the problem yourself, please send us a response indicating the actions you have taken. Please reference the above noted Notice ID 22269958564 in all correspondence, which should be directed to:

Email: riaa.antipiracy@dtcnet.com

or:

<https://www.markmonitor.com/AP-Notice/riaa/>

Thank you in advance for your cooperation.

Sincerely,

Jeremy Landis=20

Recording Industry Association of America

1025 F Street, NW, 10th Floor

Washington, D.C., 20004

Email: riaa.antipiracy@dtcnet.com

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Ph: 1-888-868-2124

List of infringing content

[1129] OWL CITY AND CARLY RAE JEPSEN
GOOD TIME

INFRINGEMENT DETAIL =20

Infringing Work : GOOD TIME

Filename : Good Time - Owl City Carly Rae

Jepsen.mp3=20

First found (UTC): 2013-02-03T02:29:26.75Z

Last found (UTC): 2013-02-03T02:30:18.77Z

Filesize : 6791718 bytes=20

IP Address: 68.5.90.235

IP Port: 60298

Network: BitTorrent

Protocol: BitTorrent =20

=0A=0A- ---Start ACNS XML=0A<?xml

version=3D"1.0" encoding=3D"UTF-8"?>=20

<Infringement

xsi:schemaLocation=3D"http://www.acns.net/ACNS

http://www.=

acns.net/v1.2/ACNS2v1_2.xsd"

xmlns=3D"http://www.acns.net/ACNS" xmlns:xs=

i=3D"http://www.w3.org/2001/XMLSchema-

instance"> <Case>

> <ID>22269958564</ID>=20

<Status>OPEN</Status>=20

<Severity>Normal</Severity>=20

<Ref_URL></Ref_URL>

</Case>

<Complainant>

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<Entity>Recording Industry Association of America
Inc</Entity>=20
<Contact>Jeremy Landis</Contact>=20
<Address>1025 F Street NW 10th Floor Washington
DC 20004</Address>=20
<Phone>1-888-868-2124</Phone>=20
<Email>riaa.antipiracy@dtecnet.com</Email>=20
</Complainant>
<Service_Provider>
<Entity>Cox Communications</Entity>=20
<Contact>DMCA Agent</Contact>=20
<Address>Cox Communications Inc. 1400 Lake
Hearn Drive Atlanta G=
A 30313 US </Address>=20
<Phone></Phone>
<Email>abuse@cox.net</Email>=20
</Service_Provider>
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<TimeStamp>2013-02-
03T02:30:18.77Z</TimeStamp>=20
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235.oc.oc.cox.net</DNS_Name>
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Protocol=3D"BITTORRENT" />
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<Item>
<Time Stamp>2013-02-03 T02 :30: 18.
77Z</TimeStamp>=20

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```
[1130] <Title>GOOD TIME</Title>=20
<Artist>OWL CITY AND CARLY RAE
JEPSEN</Artist>
<FileName>Good Time - Owl City Carly Rae Jepsen
mp3</FileName>=20
<FileSize>6791718</FileSize>=20
<Type>Music</Type>=20
<Hash
Type=3D"SHA1">5AE94BEA0C2C0F7C2F2D22F3F
7CBF3BDF23871DC</Hash>
</Item>
</Content>
<History></History>=20
<Notes></Notes>
</Infringement>=0A- ---End ACNS XML=OA-----
BEGIN PGP SIGNATURE-----
Version: GnuPG v1.4.10 (MingW32)
iEYEARECAAYFAIEQB6YACgkQSq2vEtdJiDPzXg
CfYVA3YNqfTiC3gXZJ/5acSPjJ
cjUAoI/5w48+MTUUDO6uNn+ChoaYzS7c=3Dlzmc
-----END PGP SIGNATURE-----
```

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Plaintiffs' Trial Exhibit 165

[1365] ABUSE DEPARTMENT

COX COMMUNICATIONS

Ticket Handling Procedures

Process Owner: Abuse Corporate

Prepared By: Abuse Corporate

Issue Date: { DATE \@ "M/d/yyyy" }

COX

COMMUNICATIONS

ABUSE DEPARTMENT

TICKET HANDLING PROCEDURES

Release 1.6

September 18, 2008

* * *

[1369] Ticket Handling Procedures

Abuse Department

Prepared By: Corp Abuse Team

6.0 Resolution — Repeat Offense

Action Items

1. If there is an email address listed for subscriber, follow the checklist below to respond to complaints:

1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
WARN by email	WARN by email	WARN by email	WARN by email	WARN by email	WARN by email	SUSP END (Tier 2)	SUSP END (Tier 2)	Final SUSP END (TOC)	TERM INAT E

2. If there is no email address listed for the

JA-422

subscriber:				
1 st Complaint	2 nd Complaint	3 rd Complaint	4 th Complaint	5 th Complaint
Take No Action	SUSPEND	SUSPENDED	SUSPEND to Atlanta	TERMINATE
3. When the customer calls in for reactivation, ask them to remove all infringing files and also turn off sharing on the file sharing programs or delete them to prevent future disconnect				
4. If the customer writes or calls in to inform that they do not have P2P program on their computer		Check if they have a wireless network		
5. If the customer has a wireless network, it is possible that it is not secure and is being misused				
6. Remind customer to secure their wireless network				
7. If the customer does not have P2P program and has a secure wireless network or no wireless network		They are most likely compromised		
8. Suggest that they run AV software and reformat their computer/s				

7.0 General Guidelines

Action Items

1. On the third suspension, leave clear instructions to have customer call Atlanta Abuse Department for reactivation. When you suspend customer, check 404 269 6830 in 'Customer Suspension - Work Log'
2. When the customer calls in to Atlanta for

reactivation, they are issued a final warning
3. If DMCA complaints continue after the third suspension/final warning, the account is terminated with no recourse to get their HIS service back

8.0 References

Document Name	Location
Headers Document	https://abuse.corp.cox.com/docs/Cox_Communications_Header_Primer.pdf
Manual Suspension Guide	https://abuse.corp.cox.com/docs/Manual_Suspension_Procedure.pdf

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Plaintiffs' Trial Exhibit 174

[1376] ABUSE DEPARTMENT

COX COMMUNICATIONS

Ticket Handling Procedures

Process Owner: Abuse Corporate

Prepared By: Abuse Corporate

Issue Date: 3/14/2012

COX
COMMUNICATIONS

**ABUSE DEPARTMENT
TICKET HANDLING PROCEDURES**

Release 3.4

Aug 24, 2011

* * *

[1388]

Ticket Handling Procedures

Abuse Department

Prepared By: Corp Abuse Team

5.0 Resolution - First Offense

Action Items

1. For the First Offense (within a 6 month period)	NOTE TICKET "Hold for more." & CLOSE
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6.0 Resolution - Repeat Offense

Action Items

1. If there is an email address listed for subscriber, follow the checklist below to respond to complaints:											
2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
WAR N by email	WAR N by email	WAR N by email	WAR N by email	WAR N by email	WAR N by email	SUSP END (Tier 2) *CATS - Auto - w/Self-Reacti vation Option	SUSP END (Tier 2) *CATS - Auto - w/Self-Reacti vation Option	SUS PEN D (Tier 2)	Final SUSP END (TOC)	TER MIN ATE	
2. If there is no email address listed for the subscriber:											
2 nd Complaint		3 rd Complaint		4 th Complaint		5 th Complaint		6 th Complaint			
SUSPEND (Tier 2) *CATS - Auto - w/Self-Reacti vation Option		SUSPEND (Tier 2) *CATS - Auto - w/Self-Reacti vation Option		SUSPENDED (Tier 2 – 800#)		SUPSEND to (TOC - 404#)		TERMINATE			
3. When the customer calls in for reactivation, ask them to remove all infringing files and also turn off sharing on the file sharing programs or delete them to prevent future disconnect											
4. If the customer writes or calls in to inform that they do not have P2P program on their computer							Check if they have a wireless network				
5. If the customer has a wireless network, it is possible that it is not secure and is being misused											
6. Remind customer to secure their wireless network											

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7. If the customer does not have P2P program and has a secure wireless network or no wireless network	They are most likely compromised
8. Suggest that the run AV software and reformat their computer/s	

7.0 General Guidelines

Action Items

1. On the fourth suspension, leave clear instructions to have customer call the TOC, Tier 2.5, for reactivation. When you suspend customer, check for the 404 269 6830 phone in 'Customer Suspension - CC Notes'
2 When the customer calls the 404 # for reactivation and their call is returned by the TOC, they are issued a final warning
3. If DMCA complaints continue after the third suspension/final warning, the account is terminated. HSI Service should only be restored with the approval of Corporate Abuse (Manager, Jason Zabek).

[1389]

Cox Communications Policies

Cox Communications policies regarding our services and business practices.

Cox® High Speed Internet Acceptable Use Policy

Introduction

Updated 11/18/11

CoxCom, LLC and its affiliates and/or distribution partners (collectively “Cox”) are pleased that you have chosen Cox® High Speed Internet SM service (the “Service”). Our goal is to provide you and our other subscribers with an enriched, high quality Internet experience. This Acceptable Use Policy (the “AUP”) has been designed to protect our Service, our subscribers, and the Internet community from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Violation of any term of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Cox account. This AUP should be read in conjunction with the Cox High Speed Internet Subscriber Agreement, Privacy Policies, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to

abide by the terms of this AUP. The AUP will be updated from time to time, so you should consult this document regularly to ensure that your activities conform to the most recent version. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE COX CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Prohibited Activities. You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- Harm to Minors. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence,

or is otherwise offensive or objectionable in Cox's sole discretion.

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- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature.
- Access or use the Service with an IP address other than the dynamic Internet Protocol ("IP") address assigned to you which adheres to dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.
- Modify any cable modem connected to the Cox network, regardless of whether the modem is owned by you or leased from Cox, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. Cox may work with law enforcement if any such theft or fraud occurs.
- Modify the MAC address of any modern connected to the Cox network.
- Collect or store personal data about other users.

- Use an IP address not assigned to you by Cox.
- Violate any other Cox policy or guideline.
- Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.

2. Intellectual Property Infringement. You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, moral rights, or propriety rights of any party. Cox assumes no responsibility, and you assume all risk regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

3. User Content. You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Cox reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that Cox deems, in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable.

4. Commercial Use. The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell the Service or otherwise make the Service available for use to persons outside your dwelling (for example, through an open wireless

home network). You agree not to use the Service for operation as a de facto Internet service provider, or for any other business enterprise (whether for profit or non-profit), including, without limitation, IP address translation or similar facilities intended to provide additional access. For commercial Internet service please contact Cox Business.

5. Servers. You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Cox.

6. Misuse of Service. You may be held responsible for any misuse of the Service that occurs through your account or IP address, even if the misuse was inadvertent. You must therefore take [1391] precautions to ensure that others do not gain unauthorized access to the Service or misuse the Service, including conduct in violation of this AUP.

7. Hacking/Attempted Unauthorized Access. You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any

reason. Use or distribution of tools for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

8. Security. You are solely responsible for the security of any device connected to the Service, including any data stored on that device. You are responsible for implementing appropriate security precautions for all systems connected to the Service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions. You are responsible for enabling the security of any wireless (Wi-Fi) networks connected to the Service. Any wireless network installed by the customer or a Cox representative that is unsecured or “open” and connected to the Cox network is prohibited. You authorize Cox to use technology to detect unsecured wireless networks associated with your use of the Service. If Cox determines that you are using the Service via an unsecured wireless network, Cox will notify you to enable the Security on the Wi-Fi device.

9. Disruption of Service. You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to “crash” a host.

10. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses

and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend the Service without prior notice if we detect a harmful program such as a virus infection. Your service will be resumed once the harmful program is removed.

11. Email. You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of [1392] numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference Cox in the header or body of an unsolicited email, or list an IP address that belongs to the Cox network in any unsolicited email.

Further, you may not take any action which implies that Cox is the sponsor of any unsolicited email even if that email is not sent through the Cox network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Cox deletes them as part of its normal policies and procedures. There is no obligation for Cox to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

12. Bandwidth, Data Storage and Other Limitations. Cox offers multiple packages of Service with varying speeds, features and data usage allowances (not all packages are available in all areas). You must comply with the current bandwidth, data storage, email limits and other requirements associated with the package of Service you selected. Information on speeds, usage and other features can be found at [Speeds and Usage Information](#). You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in Cox's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Cox's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If

your bandwidth usage exceeds the amount included in your Internet package, Cox may suspend the Service or require you to upgrade the Service to a higher package and/or pay additional fees. In rare cases, Cox may terminate your Service if you have not reduced your bandwidth usage after consultation with Cox.

13. Conflict. In the event of a conflict between the Subscriber Agreement and this AUP, the terms of the Subscriber Agreement will prevail.

14. How to Contact Cox. For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact Cox at one of the following:

- Email: abuse@cox.net
- Phone: See your invoice or [visit our Contact web page](#)
- U.S. Mail: See your invoice [or visit our Contact web page](#)

Cox® High Speed Internet Subscriber Agreement

[1393]

Introduction

Updated 12/20/2011

This Subscriber Agreement (the “Agreement”) sets forth the terms and conditions under which CoxCom, LLC d/b/a Cox Communications, and its affiliates and/or distribution partners (collectively, “Cox”),

agrees to provide Cox® High Speed Internet(sm) service (hereinafter the “Service”) to you. By subscribing to and using the Service, you (i) agree to abide by, and require others using the Service via your account to abide by the terms of this Agreement, and (ii) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must return any Cox-owned equipment and associated materials to Cox. This Agreement is deemed to be received by you and is effective on the date which you subscribe to the Service, and continues until your subscription is terminated, except for those provisions which by their nature continue beyond termination, such as indemnification for claims arising out of your use of the Service.

Cox reserves the right to modify the terms of this Agreement and prices for the Service (unless you have a separate contract for a specific price and term). Cox may discontinue or revise any or all other aspects of the Service, including features or enhancements, in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Cox. This Agreement should be read in conjunction with our Acceptable Use Policy, (“AUP”), Privacy Policies, and other applicable policies.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE COX CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Your Subscription

Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer. You agree to contact the local Cox office identified on your monthly invoice immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.

2. Payment Terms

You agree to pay all monthly fees and installation charges including, but not limited to, applicable, taxes, customer service fees, late fees and door collection fees. Monthly fees will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and the Service may be terminated. You may incur charges including, without limitation, charges relating to the purchase of “premium” or usage-based [1394] services, such as online storage in addition to those billed by Cox. All such charges,

including all applicable taxes, are your sole responsibility. If your Service is terminated you may be required to pay a reconnect fee and/or a security deposit in addition to all past due charges before the Service is reconnected. You agree to be responsible for any and all charges, damages and costs that you or anyone using your Cox account incurs.

3. Software License

Cox grants to you a limited, nonexclusive, nontransferable and nonassignable license to install and use Cox's access software (including software from third party vendors that Cox distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service. Cox may modify the Licensed Software at any time, for any reason, and without providing notice of such modification to you. The Licensed Software constitutes confidential and proprietary information of Cox and Cox's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with Cox and its licensors. You agree to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software distributed by Cox in connection with the Service. You shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. You acknowledge that the Licensed Software, and any accompanying documentation and/or technical information, is

subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Your right to use the Licensed Software terminates upon termination of this Agreement.

4. Computer and Equipment Requirements

Your computer equipment must comply with Cox's current minimum computer requirements that are available on <http://ww2.cox.com/residential/support.cox>. The minimum computer requirements may change and Cox will make reasonable efforts to support previously acceptable configurations; however, Cox is not obligated to continue to provide such support. You may rent or purchase a cable modem from Cox or may purchase a DOCSIS-compliant, Cox-approved cable modem from a third party retailer. Cox reserves the right to provide service only to users with Cox-approved DOCSIS-compliant modems. Please check with local Cox Customer Support or online at <http://ww2.cox.com/residential/support.cox> for the most current Cox approved cable modem list. You agree to connect only Cox approved equipment to the Cox network.

You will not remove any Cox owned equipment (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 Cox installer. Cox may relocate the Equipment for you within the Premises at your request for an additional charge. If you relocate to a new address,

this Agreement may terminate, you may be required to enter into a new Agreement and may be charged a new installation fee to initiate Service. You will not connect any equipment, other than equipment authorized by Cox, to the cable modem outlet. You understand that failure to comply with this restriction may cause damage to the Cox network and subject you to liability for damages and/or criminal prosecution. You may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by Cox.

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5. Installation

Cox shall use reasonable efforts to install the Service to full operational status, provided that your computer fulfills the minimum computer requirements set forth herein. You authorize Cox personnel and/or its agents to enter your premises (the "Premises") at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service. If you are not the owner of the Premises upon which the Service is to be installed, you represent and warrant that you have the authorization or consent of the owner of the Premises for Cox personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold Cox harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

You acknowledge and agree that installation of the Service (including any Licensed Software necessary

for the Service) may require Cox personnel and/or its agents to open your computer. You further acknowledge and agree that installation and/or use of the Service (including Licensed Software) may result in the modification of your computer's systems files and that Cox may periodically update the software in your modem in order to provide the Service. Cox does not represent, warrant, or covenant that such modifications will not disrupt the normal operations of your computer. Cox shall have no liability whatsoever for any damage resulting from the installation and/or use of the Licensed Software or file modifications. Cox is not responsible for returning your computer to its original configuration prior to installation. Cox or its agents will supply and install certain software and, if required, an extra cable outlet, a cable modem and an Ethernet card for a fee determined by Cox. Cox will also provide an informational guide and/or online instructions on how to use the Service. You may transfer the Licensed Software to additional computers within the home, but service and support for these additional machines is limited and/or may incur an additional fee. If you intend to transfer the software, you must give Cox prior notice of such transfer. Unless offered by Cox as a service, you agree that Cox has no responsibility to provide service and support for in-home networks.

6. Acceptable Use Policy

The Acceptable Use Policy located at <http://ww2.cox.com/aboutus/policies.cox#acu> is incorporated herein by reference and made a part of this Agreement. You agree to use the Services strictly in accordance with the Acceptable Use

Policy. Under the Acceptable Use Policy, Cox may suspend the Service to you without notice under certain circumstances, such as a virus infection on your device that could harm Cox's network or other Cox subscribers, or if you are engaging in conduct that is harmful to Cox or other subscribers. The Acceptable Use Policy may be modified by Cox from time to time and the current version will be posted online.

7. Information You Generate

You are solely responsible and liable for all material that you upload, post, email, transmit or otherwise make available via the Service, including, without limitation, material that you post to any Cox Website or the Web site of a Cox affiliate. Unless indicated on a Cox Website, such as a forums site, Cox does not claim ownership of material you submit or make available for inclusion on the Service. However, with respect to material you submit or make available for inclusion on publicly accessible areas of the Service, you grant Cox a world-wide, royalty free and non-exclusive license(s) to: use your material in connection with Cox's businesses including, but not limited to, the rights to: copy, distribute, publicly perform, publicly display, transmit, [1396] publish your name in connection with the material if you made your name public, and to prepare derivative works. No compensation will be paid with respect to the use of your material.

8. Links to Third Party Web Sites

In your use of the Service and/or Cox Websites, you may encounter various types of links that enable you to visit Websites operated or owned by third parties

("Third Party Site(s)"). These links are provided to you as a convenience and are not under the control or ownership of Cox. The inclusion of any link to a Third Party Site is not (i) an endorsement by Cox of the Third Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding any information or offer on the Third Party Site. Your use of any Third Party Site is governed by the various legal agreements and policies posted at that Website.

9. Monitoring and Removal of Content

Cox is under no obligation to monitor your postings. However, Cox reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content on its servers that it considers, in its sole discretion, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in Cox's possession about or related to you, your use of the Services or otherwise as Cox deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

10. Privacy

You authorize Cox to make inquiries and to receive information about your credit history from others and to utilize such information in its decision regarding its provision of the Service to you. You agree that Cox may collect and disclose information - concerning you and your use of the Service in the manner and for the purposes set forth herein and in Cox's Privacy Policies. Please read the Online Privacy Policy at

<http://ww2.cox.com/aboutus/policies/your-privacy-rights.cox> which governs visits to our websites such as ww2.cox.com and the Annual Privacy Notice at <http://ww2.cox.com/aboutus/policies/annual-privacy-notice.cox>

11. No Spam or Other Unsolicited Bulk Email

Cox may immediately terminate any subscriber account that it determines, in its sole discretion, is transmitting or is otherwise connected with any “spam” or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated, you agree to pay Cox liquidated damages of five dollars (U.S. \$5.00) for each piece of “spam” or unsolicited bulk email transmitted from or otherwise connected with your account. Otherwise you agree to pay Cox’s actual damages, to the extent such actual damages can be reasonably calculated. Cox reserves the right to block, reject or remove what it considers in its sole discretion to be “spam” or other unsolicited bulk email from the Service and Cox shall have no liability for blocking or removing any email considered to be “spam.”

12. Termination and Surviving Obligations

Either party may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by you, you must notify Cox by telephone or by a non-electronic written submission. Email submissions shall not constitute effective notice. In the event of termination by Cox, Cox [1397] may notify you of such termination by electronic or other means. In those cases where you elect annual prepayment

terms, you agree and understand that the calculation of any refund for unused Service will be based upon the normal rate for the Service and not upon the discounted annual prepayment rate.

You expressly agree that upon termination of this Agreement: (i) You will pay Cox in full for your use of any Equipment and Service up to the later of the effective date of termination of this Agreement or the date on which the Service and any Equipment have been disconnected and returned to Cox. You agree to pay Cox on a pro-rated basis for any use by you of any Equipment or Services for a part of a month. (ii) You will permit Cox to access your premises at a reasonable time to remove any Equipment and other material provided by Cox. (iii) You will ensure the immediate return of any Equipment to Cox. You will return or destroy all copies of any software provided to you pursuant to this Agreement. (iv) Cox is authorized to delete any files, programs, data and email messages associated with such account. As a courtesy Cox may, but is not obligated to, retain your emails for a short period of time following termination in the event the Service is resumed to you.

13. Disclaimer of Warranties and Limitation of Liability

You expressly agree that Cox is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release Cox for any such

claims based on the activities of third parties. THE SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COX, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. COX DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT MUTATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. COX AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF, THE LICENSED SOFTWARE, THE SERVICE (INCLUDING EMAIL), EQUIPMENT FURNISHED BY COX, OR COX'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF A COX INSTALLER, TECHNICIAN, OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY,

SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, COX'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD. YOU HEREBY RELEASE COX [1398] FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. COX IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. Your sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.

14. Indemnification

You agree to indemnify, defend, and hold harmless Cox, its officers, directors, employees, parent companies, subsidiaries, members, affiliates, suppliers, and agents, from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by Cox or any third party due to or arising out of your use of or conduct on the Service. Cox will notify you within a reasonable period of time of any third party claim for which Cox seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a

manner prejudicial to Cox's interests, as reasonably determined by Cox.

15. Management of Network

Cox is committed to the ongoing management of its network to improve its service offerings, protect customers, and create new Services and feature enhancements for its customers. Cox does not shape or throttle Internet traffic based on the particular online content, protocols or applications a customer uses. Cox uses other measures to ensure the best overall experience for our CHSI customers, including, without limitation: rate limiting of email (as set forth in our email policies), email storage limits (including deletion of dormant or unchecked email), rejection or removal of "spam" or otherwise unsolicited bulk email, and data usage allowances. Cox also employs other means to protect customers, children, and its network, including blocking access to child pornography (based upon lists of sites provided by a third party and an international police agency), and security measures (including identification and blocking of botnets, viruses, phishing sites, malware, and certain ports as set forth below).

Cox may take any appropriate measures, whether or not they are described above, in response to extraordinary levels of usage, denial of service attacks, or other exigent circumstances that have a significant effect on our subscribers' ability to obtain service or Cox's ability to provide service.

Visit [Speeds and Usage Information](#) to learn about specific features of the Service.

16. Online Advertising

When you use the Service, Cox may display advertisements, public service announcements, and other messages to you. Cox does not use your web surfing activity or other online behavior to determine the advertisements and other information shown to you. Location-based online advertising is based upon your geographic area and zip code, similar to direct mail you receive through US mail. Visit [Location-Based Advertising](#) for more information and instructions on opting out of this service.

17. Damage to and Encumbrances on Equipment, Computer, Software

If Equipment is leased or loaned to you by Cox the Equipment remains the property of Cox. You [1399] may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You agree to pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs incurred by Cox in obtaining or attempting to obtain possession of any such Equipment. You hereby authorize Cox to charge your credit card or other payment method authorized by you for any outstanding Service, Equipment, and repair and replacement costs described herein. Cox may, at its option, install new or reconditioned Equipment, including swapping your existing equipment for Cox-compliant equipment, for which you may incur a fee.

18. Copyright and Trademark Notices

Copyright © 1998 - 2012 Cox Communications, Inc. All rights reserved. Materials available on Cox Websites are protected by copyright law. Cox is a trademark of Cox Communications, Inc. Cox and other Cox services referenced herein are either actual service marks or registered service marks of Cox, Inc. All other trademarks and service marks are the property of their respective owners.

19. Governing Law

This Agreement is governed by the laws of the state in which your billing address in our records is located, and applicable federal law.

20. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER.

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT ITS JURY TRIAL WAIVER) WITHIN 30 DAYS OF RECEIPT OF THIS AGREEMENT, IF YOU FOLLOW THE PROCEDURES SET FORTH IN SECTION 20.7 BELOW. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

20.1 YOU AND COX AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims or disputes between us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox) that arise out of or in any way relate to: (1) this Agreement; (2) services that Cox provides to you in connection with this Agreement; (3)

products that Cox makes available to you; (4) bills that Cox sends to you or amounts that Cox charges you for services or goods provided under this Agreement; and (5) any services or goods that Cox or any of its affiliated entities provide to you under any other agreement; provided, however, that in no event, shall this provision prevent you from filing or joining a complaint with the Federal Communications Commission or any state public service commission or public utility commission that has jurisdiction to hear such complaint, or any federal, state, or local government agency that is authorized by law to seek relief against Cox on your behalf. The arbitration between you and Cox will be binding and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof.

20.2 In arbitration, there is no judge and no jury, and review of arbitration decisions in the courts is very limited. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and Cox agree that an arbitrator may only award [1400] such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with Cox. Discovery

may be limited in arbitration, and procedures are more streamlined than in court. Notwithstanding this arbitration agreement, you and Cox may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear your claims.

20.3 Class Action Waiver: You and Cox agree that all claims or disputes between you and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or Cox brings a claim in small claims court, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor Cox may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or Cox. Notwithstanding the foregoing, this arbitration agreement shall not prohibit you or Cox from participating in any judgment or settlement in any litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by any relator or party in its capacity as a private attorney general. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 20 will not apply

to any claim or dispute between you and Cox, except for the provisions of Section 20.6 waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

20.4 Informal Dispute Resolution: You and Cox agree that you will try to resolve disputes informally before resorting to arbitration. If the dispute cannot be resolved by telephone, you agree to notify Cox of the dispute by sending a written description of your claim to Cox Customer Care, ATTN: Corporate Escalation Team, 1400 Lake Hearn Drive NE, Atlanta, GA, 30319 so that Cox can attempt to resolve it with you. If Cox does not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor Cox may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.

20.5 Arbitration Procedures: You and Cox agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association (“AAA”). The AAA’s rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA’s rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you

must send a letter requesting arbitration and describing your claims to Cox Legal Department, Attn: Litigation Counsel, 1400 Lake Hearn Drive NE, Atlanta, GA, 30319. You must also comply with the AAA's rules regarding initiation [1401] of arbitration. Cox will pay all filing fees and costs for commencement of an arbitration, but you will be responsible for your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this agreement or applicable law. Cox will not seek to recover its fees and costs from you in the arbitration unless your claim has been determined to be frivolous. If you are successful in the arbitration, Cox will pay your reasonable attorney's fees and costs. If you obtain an award from the arbitrator greater than Cox's last written settlement offer, Cox will pay you \$5,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location. If you seek less than \$10,000, then you may chose to hold the arbitration in person, via phone, or to have it decided based on written submissions.

20.6 Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable, including without limitation, that the class waiver is found unenforceable, or if you opt out of this dispute resolution agreement, you and Cox expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide disputes between you and Cox if, for any reason, the arbitration agreement is not enforced.

20.7 Opt Out: You may opt out of this dispute resolution provision (except for the jury trial waiver contained in Section 20.6 above) by notifying Cox of that intent within 30 days of the date of this Subscriber Agreement for current customers. For new customers activating Service after the date of this Subscriber Agreement, you may opt out by notifying Cox of that intent within 30 days of the date you subscribe to the Service. You may opt out through either of the following options (please include your name, address, and Cox account number on the communication): (1) sending a letter stating your intent to reject this dispute resolution provision to Cox at Cox Legal Department, Attn: Litigation Counsel, 1400 Lake Hearn Drive NE, Atlanta, GA, 30319; or (2) sending an email with your intent to reject this dispute resolution provision to ArbitrationOptOut@cox.com. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement or other contracts with Cox and you may remain a Cox customer. If you opt out of the dispute resolution provision, you will not be required to do so again if Cox modifies this section in the future or you agree to a new term of service.

20.8 Survival: This dispute resolution provision survives the termination of your contract with Cox. If you bring a claim against Cox after termination of your contract that is based in whole or in part on events or omissions that occurred while you were a Cox customer, this dispute resolution provision shall apply.

21. Miscellaneous

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. 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 its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Cox's rights and remedies available at law or in equity. Cox'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. Neither the course of conduct [1402] between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Cox to third parties.

22. How to Contact Us

For any questions regarding this Subscriber Agreement, billing or other, please contact Cox at one of the following:

Email: support@cox.net

Phone and U.S. Mail: See your invoice or visit <http://ww2.cox.com/> and check under "Contact Us"

Terms and Conditions

JA-457

Updated 10/07/2009 (revision number 21)

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT INSTALL AND/OR ACTIVATE THE COX SERVICE.

Subject to credit approval, Cox will provide all services that You, the Subscriber, request, on the following terms and conditions. All Cox services are referred to as “Service” or “Services”. If Cox provides telephone Service in Your area, such Service will be provided through the Cox telephone affiliate servicing Your area, and You will also be bound by that affiliate’s tariff on file with the State telephone regulatory authority and/or the tariffs or other terms of service located on Cox’s website at www.cox.com/telephone. If You receive Cox’s High Speed Internet Service, You will also be bound by the Cox High Speed Internet Subscriber Agreement, and the Cox Acceptable Use Policy, both located at www.cox.com or at another URL Cox may designate. The Services are also subject to the Annual Notice that You will receive each year, which contains, among other things, the Privacy Notice.

Cox’s Obligations:

1. Install in a workmanlike manner, the Cox necessary equipment and materials.
2. Maintain Cox equipment in accordance with reasonable industry standards and applicable regulations.
3. If available, You may subscribe to the Cox wiring maintenance plan, and Cox will install and/or maintain wiring inside Your premises (“Internal

Wiring”). Otherwise, Cox may have no responsibility for the maintenance of Your Internal Wiring.

4. Cox has no obligation or responsibility for loss of stored content on any devices or for any damage to your devices.

Your Obligations:

[1403]

1. Pay all installation, equipment, service or other charges by due date of Cox’s bill. Charges are according to Cox’s rate schedule or tariff applicable at the time Services are rendered. Monthly service rates may be subject to additional federal, state and local fees, taxes, surcharges or other charges. Fees and charges are payable in advance once service is initiated. If You terminate Service before the end of a prepaid period, Cox will refund the prorated unused portion of the fees and charges. If the pro-rata unused portion is less than \$5.00, Cox will make the refund on Your request. If You or Cox terminate Service without payment in full by the due date, Cox may transfer outstanding balances for Services provided under this Agreement to other accounts that You have with Cox.
2. If You fail to make timely payment, Cox may terminate Service, remove Cox equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law.

3. Provide Cox's employees and representatives with a safe working environment.
4. Assume complete responsibility for improper use, damage or loss of any equipment furnished by Cox. You shall only use the equipment and Services in accordance with the Cox terms and conditions and in a manner that complies with applicable laws and regulations. If You use the Services or equipment in a manner that violates the Cox terms and conditions or applicable laws and regulations, then Cox shall have the right to immediately restrict, suspend, or terminate your Services, without liability on the part of Cox.
5. Allow Cox access into Your premises to install, maintain or repair, upgrade (if any), and remove Cox equipment. Cox personnel have Cox identification you may request and examine. If You are not home at the time of a service call, You may authorize any other adult resident or guest at Your residence to grant Cox access to Your premises.
6. Any attempted assignment or transfer of the Services to any other tenant or occupant or to any other location without Cox's prior written consent is prohibited and is a breach of this Agreement.
7. If You do not own Your premises: (i) You represent that You have obtained necessary permission from the owner to install Cox's equipment (including, without limitation, equipment attached to the outside of the premises); and (ii) You will indemnify Cox from all claims of the owner in connection with the installation and provision of the Services.

8. Cox may provide a modem with backup battery power for telephone service that requires a telephone cable modem to receive telephone service. That modem will remain the property of Cox and must be returned upon disconnection of Service. In the event of a power outage, your telephone Service will continue to operate for up to eight hours with the backup battery that Cox provides. If Cox does not provide a modem or backup battery power for Cox Services utilizing a telephone cable modem, you must provide it and it will remain your responsibility in all respects. If (i) the modem that supplies your telephone Service is disconnected or moved, (ii) the backup battery is not charged or otherwise becomes inoperable, or (iii) there is an extended power outage, telephone Service, including access to E911, will not be available. Cox uses your telephone Service address to identify your location for E911 Service. To ensure that E911 dispatch receives your correct address, the telephone modem should not be moved, even inside your home. You must notify Cox in advance if you would like to move or relocate your telephone Service.

[1404]

Equipment: All Cox Equipment and embedded Software (Equipment) provided to You by Cox or its agent will remain the property of Cox. Cox shall have the unrestricted right, but not the obligation, to install or modify the software in any of the Equipment. It is a material breach for You to copy, duplicate, reverse engineer or in any way tamper

with or interfere with any Software provided to You by Cox. You also agree:

1. To use the Equipment only for receiving Services ordered from or through Cox. You will only use any modem embedded in a digital video box for the receipt of Cox video Services.
2. To promptly return the Equipment to Cox in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, immediately upon discontinuance of Service.

If You do not promptly return the Equipment or if it is damaged or encumbered, ("Unreturned Equipment"), the damages Cox will incur will be difficult to ascertain. Therefore, You agree to pay, and Cox may charge Your account, a liquidated damages amount equal to Cox's reasonable estimates of the replacement costs and incidental costs that Cox incurs; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge"). This provision and any other provision that by its nature should survive shall survive the termination or expiration of this Agreement.

Programming: You acknowledge that Cox reserves the right at any time and in its sole discretion to change its channel lineup and/or to pre-empt specific programs or parts of programs previously advertised as available. Cox also reserves the right to alter its fee structure upon notice to You. You may immediately terminate service upon notice to Cox. You may not rebroadcast, transmit, record, perform, or charge admission to view or listen to any of the

programming made available by the Services unless you obtain and pay for any public performance licenses.

LIMITATION OF WARRANTIES AND LIABILITY: COX, ITS PARENT, AFFILIATES, EMPLOYEES, (COLLECTIVELY AND INDIVIDUALLY, THE "COX GROUP") MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE EQUIPMENT FURNISHED TO YOU AND/OR SERVICES PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THESE PROVISIONS MAY NOT APPLY TO YOU. THE COX GROUP SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTITY THEFT, FOR ANY FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. THE COX GROUP SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES. NOR SHALL COX BE LIABLE FOR FAILURE TO [1405] PROVIDE SERVICE IF THE CAUSE IS DUE TO THE ACTS OF A THIRD PARTY. YOU HEREBY INDEMNIFY AND HOLD HARMLESS THE COX GROUP FROM ANY

CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF (I) SUCH DAMAGE OR INJURY RESULTING FROM ANY CLAIM THAT YOUR USE OF THE SERVICE INFRINGES ON THE PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, (II) ANY BREACH OR ALLEGED BREACH BY YOU OF THIS AGREEMENT; OR INJURY TO PERSON OR PROPERTY RESULTING FROM YOUR NEGLIGENCE. UNDER NO CIRCUMSTANCES WILL THE COX GROUP BE LIABLE FOR ANY INCIDENTAL INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. THE COX GROUP'S MAXIMUM TOTAL LIABILITY TO YOU ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU IN THE TWELVE MONTHS PRECEDING YOUR CLAIM.

Breach of Agreement: If You breach this Agreement, or any other agreement referenced herein, Cox has the right to terminate this Agreement and retrieve its equipment. Cox's failure to require Your strict performance of any term of this Agreement shall not be a waiver of Cox's right to require strict performance of any term or condition herein.

Entire Agreement: This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Cox

and You for the subject matter hereof. Only Cox may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

Price Lock Guarantee Agreement

View the following policies regarding the Cox Price Lock Guarantee and Monthly Discounts.

Current Policies:

- 24 Month Price Lock Guarantee — Arkansas, Connecticut, Idaho, Iowa, Kansas, Louisiana, Nebraska, Ohio, Oklahoma and Rhode Island
- 24 Month Price Lock Guarantee — Arizona
- 24 Month Price Lock Guarantee — California, Florida, Georgia, Nevada and Virginia
- 12 Month Price Lock Guarantee — Arizona, Connecticut, Louisiana, Ohio and Rhode Island

Retired Policies:

[1406]

- 12 Month Price Lock Guarantee — Connecticut (Retired 4/2/12), Ohio (Retired 4/2/12), Rhode Island (Retired 4/2/12)
- 12 Month Price Lock Guarantee — Connecticut (Retired 3/1/11), Ohio (Retired 3/1/11), Rhode Island (Retired 3/1/11)
- 24 Month Price Lock Guarantee — Arizona (Retired 11/21/11)

- 24; Month Price Lock Guarantee — Louisiana (Retired 1/11/11), Arkansas (Retired 1/18/11), Idaho (Retired 1/18/11), Kansas (3/19/10 - 1/18/11), Oklahoma (Retired 1/18/11), Omaha (Retired 1/20/11), Arizona (Retired 2/22/11), California (Retired 3/1/11), Connecticut (Retired 3/1/11), Ohio (Retired 3/1/11), Rhode Island (Retired 3/1/11)
- 24 Month Price Lock Guarantee — California (retired 10/16/2011), Florida (retired 10/16/2011), Georgia (retired 10/16/2011), Idaho (retired 10/16/2011), Kansas (retired 10/16/2011), Omaha (retired 10/16/2011), Virginia (retired 10/16/2011) and Nevada (retired 10/16/2011).
- 24 Month Price Lock Guarantee — Arizona (retired 10/16/2011), Arkansas (retired 10/16/2011), Connecticut (retired 10/16/2011), Idaho (retired 10/16/2011), Kansas (retired 10/16/2011), Louisiana (retired 10/16/2011), Nebraska (retired 10/16/2011), Ohio (retired 10/16/2011), Oklahoma (retired 10/16/2011) and Rhode Island (retired 10/16/2011)
- 24 Month Price Lock Guarantee — Nevada (Retired 10/27/10)
- 24 Month Price Lock Guarantee — Florida (Retired 2/7/11), Georgia (Retired 2/7/11), Virginia (Retired 1/24/11), Nevada (10/28/10 - 4/7/11)
- 24 Month Price Lock Guarantee and Monthly Discount Kansas (Retired 3/18/10), San Diego (Retired 3/8/10)

Procedure for Making Claim of Copyright Infringement

Updated 2006

Pursuant to the Digital Millennium Copyright Act (the “DMCA”), you may file a Notification of claimed infringement with the Designated Agent of a Service Provider if you believe that a Web page hosted by the Service Provider is violating your rights under U.S. copyright law. (See Title 17, United States Code, Section 512(c)(3)). The DMCA provides the following procedure for parties to follow who wish to file a Notification of claimed infringement with a Service Provider.

To serve a Notification on Cox® Business; Cox® High Speed InternetSM; and/or Cox Interactive MediaSM, send your Notification to:

Name of Designated Agent to Receive Notification: DMCA Agent

Address to Which Notification Should be Sent:
1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319

[1407]

Telephone Number of Designated Agent: (404)
269-6830

Facsimile Number of Designated Agent: (404)
269-8432

Email Address of Designated Agent:
abuse@cox.net

Notification:

In order to be effective under the DMCA, the Notification must (i) be in writing, and (ii) provided to the Designated Agent of a Service Provider.

In order for such a complaint to be effective under the DMCA, Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Service Provider to locate the material.
4. Information reasonably sufficient to permit the Service Provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is

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authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information described in 1 through 6 above, Service Provider will:

1. Remove or disable access to the material that is alleged to be infringing.
2. Take reasonable steps to promptly notify the subscriber that it has removed or disabled access to the material.

Counter Notification:

If a notice of copyright infringement has been filed against you, you may file a Counter Notification with a Service Provider's Designated Agent. In order to be effective, a Counter Notification must be written and include substantially the following:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

[1408]

3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the subscriber will accept service of process from the person who provided Notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, Service Provider shall:

1. Promptly provide the complaining party with a copy of the Counter Notification;
2. Replace the removed material or cease disabling access to the material within 10 to 14 business days following receipt of the Counter Notification, unless the Service Provider's Designated Agent first receives notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringing party from engaging in infringing activity relating to the material on Service Provider's system or network.

NOTE: Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material,

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court costs, and attorneys fees. See Title 17, United States Code, Section 512(d).

NOTE: The information on this page is provided to you for informational purposes only, and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you should consult an attorney.

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Plaintiffs' Trial Exhibit 179

[1409] Customer Safety and Abuse Operations

Residential Abuse Ticket Handling Procedures

Revision History

Author	Revision	Date	Notes
Corporate Customer Safety	4.0	10/18/12	

Stakeholders

Department	Represented By
Corporate Customer Safety	<u>CCI-AbuseCorporate@cox.com</u>
Tier 2 NetSec	<u>HRD-.TOC@cox.com</u>

* * *

[1419] **7.0 Resolution – Repeated Offenses –
without Preferred or Cox.net Email Contact
Available**

<i>2nd Offense</i>	Send Email Warning
<i>3rd</i>	Send Email Warning
<i>4th</i>	Send Email Warning
<i>5th</i>	Send Email Warning
<i>6th</i>	Send Email Warning
<i>7th</i>	Send Email Warning
<i>8th</i>	Suspend Customer has option to self-reactivate

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<i>9th</i>	Suspend Customer has option to self-reactivate
<i>10th</i>	Suspend to Tier 2 800#. Provide Tier 2 Worklog Notes
<i>11th</i>	Suspend to Tier 2 800#. Provide Tier 2 Worklog Notes
<i>12th</i>	Suspend to Atlanta 404# Advise Subscriber that if we continue to receive complaints, after this suspension, their account will be under review for termination.
<i>13th</i>	Suspend to Atlanta 404# Advise the Subscriber that their account is under review for termination by and it may take up to several business days to complete the review.
<i>Continued Offenses</i>	Suspend to Atlanta 404# Account will be reviewed and considered for termination.
Action Items	

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Plaintiffs' Trial Exhibit 181

[1420] Abuse Department

CB Abuse Ticket Handling Procedures

Process Owner: Corporate Customer Safety

Prepared By: Corporate Customer Safety

Issue Date: 11/01/2012

COX
COMMUNICATIONS

**CUSTOMER SAFETY & ABUSE OPERATIONS
COX BUSINESS ABUSE TICKET
HANDLING PROCEDURES**

Release 3.0

November 01, 2012

This is a reference guide on working abuse tickets for Cox Business IP Space via CATS. Always use your best judgment and do the right thing for our Customers, our Network and The Internet community. Always feel free to contact the Corporate Customer Safety/Abuse Team for additional guidance. Our distro is CCI-AbuseCorporate@Cox.com

* * *

[1426]

Action Items
2 nd Complaint and up
CALL / WARN
The best way for these complaints to be handled is to

get an email address to forward the DMCA complaints to. Like for the owner, GM or an appropriate contact.

The second best way to handle these is to call and speak to the owner or GM of the company.

If there is no contact made by phone, or email to send a warning, you may quarantine based on your discretion.

There may be excessive violations that you may decide to quarantine.

It is not likely that we would terminate a CB customer for DMCA violations. If you believe this is necessary, or you ever have a question on what action to take, please contact Corp Abuse.

1. Call the customer contact listed in ICOMS and make sure that you are speaking to the business owner or the person responsible for handling computer issues
2. Inform them that Cox has received a report from “ insert the reporting party’s name e.g. Paramount pictures” that file sharing of copyright material has occurred on “ Date” using their IP address
3. You may disclose any and all information listed in the complaint
4. If necessary or requested by customer, forward the complaint to customer

5. Advise them to remove all infringing files and also turn off sharing on the file sharing programs or delete the file sharing programs to prevent future violations
6. Check all computers/laptops in the organization,

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for P2P programs installed on them	
7. If the customer states that they do not have P2P program on their computer	Check if they have a wireless network
8. If the customer has a wireless network, it is possible that it is not secure and is being misused	
9. Remind customer to secure their wireless network	
10.If the customer does not have P2P program and has a secure wireless network or no wireless network	They are most likely compromised
11.Check firewall logs for traffic being sent/received on common P2P ports.	

[1431] CATS

What is “Abuse?”

The term “Abuse”, as it applies to the CHSI service, refers to the misuse or mistreatment of CHSI services, equipment and customers. This misuse can occur in a variety of ways, both intentionally and unintentionally. Let’s look at two common abuse situations:

- A CHSI customer is **using file-sharing software** to allow other Internet users to download MP3 files of copyrighted music from his computer. This is clearly a case of abuse since he is allowing copyright-protected materials to be shared, which is a violation of federal law.
- A CHSI customer’s **computer has been infected with a virus that secretly uses his PC to “attack” other servers** on the Internet. The customer is directly involved in a serious abuse of the CHSI service, but innocently does not know it.

Both scenarios are examples of abuse of the CHSI service since someone, or something, is being harmed in the process. In both cases, the customers will be warned or have their services suspended or even their disconnected, in order to protect the CHSI network, Cox customers and other Internet users.

Types of abuse:

- **Copyright violations**
- **Hacking**
- **Email or newsgroup spam**
- **Inappropriate content posted on WebSpace**
- ***Offered Services* such as mail and web servers**
- **Virus or Trojan infections**

* * *

[1434] Suspension of Service: Advise, Verify and Activate

Customers who repeat the same type of abuse may have their CHSI services *suspended* by the Abuse Team. In these situations, the modem is de-provisioned through ICOMS, but email accounts and WebSpace are untouched. The Abuse Team adds notes regarding the suspension to the CC screen in ICOMS and the CATS ticket is updated. Usually a customer discovers that service has been suspended when Internet connectivity has been lost. If the customer calls for technical support, the Tier 1 representative will read the CC notes in ICOMS, identify that the customer has been suspended for abuse and then escalate the call to Tier 2. When you speak with a customer who has been suspended for abuse, handle the call using the following three guidelines:

- **Advise** the customer of the reason for suspension

- **Verify** that the customer has corrected the issue
- **Activate** the service again by re-provisioning the cable modem

The specific procedures for verifying that an abuse issue has been corrected are detailed in **Lesson 4-**

Types of Abuse. In all situations, clearly explain that another incident of the same abuse issue could result in the *termination* of the CHSI service.

Termination of Service: The “3-Strike” Rule

It is important to understand that suspensions and terminations occur when a customer repeats the same *type* of abuse. Cox has established a “3-Strike Rule” for routine abusers. After a customer has received an initial warning and suspended for the second offense, the third offense for the same abuse issue is considered the “third-strike.” Consequently, the customer’s CHSI service could be terminated. For example:

Strike 1! – Mr. Hutchins has been identified for committing three different types of abuse: copyright violation, inappropriate content on his webspace [1435] account, and sending spam email. He receives three separate email warnings; one for each of the offenses.

Strike 2! – About a month later, another ticket has been opened against Mr. Hutchins for sending spam email. Since this is the second offense for sending spam, the Abuse Team suspends his service. Mr. Hutchins speaks with a Tier 2 representative and

has his service reactivated after he promises to stop sending spam.

Strike 3! – Two months later more complaints of copyright violation and spamming are brought against Mr. Hutchins. This is Mr. Hutchins third incident of spam abuse and the Abuse Team decides to shut off his CHSI service.

The “3-Strike Rule” acts as a guideline for dealing with repeat abusers. However, the Abuse Team manages suspension and termination decisions on a case-by-case basis. As a Tier 2 representative, you *cannot* reestablish service on the account. Instead, clearly explain to the customer the reason that the service was terminated. Customers who wish to reestablish CHSI service or discuss any matter of the abuse and termination can speak with the Atlanta Abuse Team via a toll-free number. See Infonet (**Tech Support>I>Abuse**) for the Abuse Team phone number.

JA-480

Plaintiffs' Trial Exhibit 214

[1448]



Cox High Speed Internet Data Usage Assessment

Final Readout

April 19, 2011

Presented by: Rob Schuler, Nicole Dinion
Emails: rschuler@incodetel.com, ndinion@incodetel.com



HIGHLY CONFIDENTIAL - ATTORNEY EYES ONLY
ERICSSON 000825

JA1448

PX-0214.0001

JA-481

[1449]

Agenda

- I. Executive Summary
- II. ISP Benchmarking
- III. Data Usage Analysis
- IV. Appendix

[1451]

Executive Summary

ISP Usage Benchmarking

- AT&T ranked as best in class ISP for usage policies and education tools when compared to 9 industry providers in North America. They offer a complete array of education tools and have had little customer backlash to their "delayed overage" policy.
- Cox offers relatively high data allowances and currently does not enforce overage nationwide, though trials for a "3 strikes" policy have begun in GA and FL. In comparison, 66% of ISPs researched are actively advertising some form of overage policy.
- Compared to ISPs with enforcement, Cox is missing some key education features including a data calculator, pre-notification system, and an easy-to-use website.

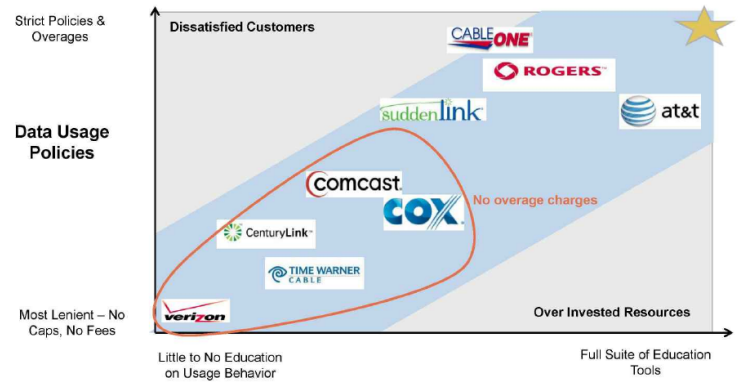
Data Usage Trends

- 24 online activities were profiled, and it was found that streaming video accounts for 61% of all data usage. Total data usage is expected to grow at a CAGR of 25% through 2015. In 2015, streaming video will account for 76% of all data usage.
- The average household in 2011 used 37.3 GB / mo of traffic. This is expected to grow to 83 GB / mo in 2015 driven primarily by improvements in video quality (more HD).
- The data set is sensitive to video quality. Slower HD adoption brings the 2015 average usage down to 72 GB / HH / mo and extremely rapid adoption drives 135GB / HH / mo

[1454]

ATT Has Best Overall Management of Its Network

ISPs with strict usage policies tend to offer the best education tools. ATT has established its education tools and is well positioned to enforce more strict policies. Rogers follows in a close second.



JA-483

Plaintiffs' Trial Exhibit 237

[1477]

From: Dameri, Andrea (CCI-Hampton Roads) on behalf of HRD-TOC (CCI-Hampton Roads)
Sent: Thursday, January 07, 2010 2:47 PM
To: Zabek, Jason (CCI-Atlanta)
Subject: RE: Suspensions

Hi, just a personal observation - We have been hitting the limit for the last two or three weeks. Its rare when the limit is not reached by 9 or 10 am....

Andrea Dameri
CHSI Tier 2.5
Technical Operation Center Analyst
Cox Network Security Team
866-269-8627, option 2
Supervisor: Christopher Burns
Wed - Saturday 1pm - 12am Eastern

How am I doing? Click on the link below to fill out the survey.

<http://teams.atl.cox.com/toc/Lists/TOCFeedback/NewForm.aspx>

From: Zabek, Jason (CCI-Atlanta)
Sent: Thursday, January 07, 2010 2:32 PM
To: CCI - Abuse Toc
Cc: CCI - Abuse Corporate; CCI ATL - Data Ops - CATS
Subject: Suspensions

JA-484

Well, we have hit the 300 auto suspend limit... In fact, as you saw, I believe it was hit about 9 am this morning and tickets are beginning to fill up as the screen shot shows.

You may still suspend if the issue is network impacting (Dos attack, etc).

CATS is dropping tickets for DMCA with the note of:
"Suspend limit 300 has been reached. CATS DMCA autoprocessor skipping automated suspension."

These customers really should be suspended however at the rate the cue is filling up we are going to get really backed up. So if you working in CATS, go ahead and send a warning letter unless you feel the letter will create more inbound calls.

You may also focus on other issues then DMCA as these may just need a reply or a manually sent warning letter.

Just do the best you can.

Jason Zabek
Manager - Customer Security / Abuse Operations
Cox Communications
(404) 269-8129
(Insert benign saying here)

JA-485

Plaintiffs' Trial Exhibit 242

[1479]

From: Zabek, Jason (CCI-Atlanta)
[Jason.Zabek@cox.com]
Sent: Wednesday, January 13, 2010 1:12 PM
To: CCI - Abuse Toc
Cc: CCI - Abuse Corporate; CCI ATL - Data
Ops - CATS
Subject: RE: Changes to abuse handling - CATS -
Walled Garden

I guess this is all a big confusion now and I think we didn't help anyone with this action (expect the law breaking customers)

We will get a clarification out shortly.

Jason Zabek
Manager - Customer Security / Abuse Operations
Cox Communications
(404) 269-8129
(Insert benign saying here)

From: Zabek, Jason (CCI-Atlanta)
Sent: Wednesday, January 13, 2010 11:50 AM
To: CCI - Abuse Toc
Cc: CCI - Abuse Corporate; CCI ATL - Data
Ops - CATS
Subject: Changes to abuse handling - CATS -
Walled Garden

JA-486

Hello all!

We have made some changes to how CATS and the Walled Garden function in hope that it will reduce some of the inbound calls.

Customers who are placed in the walled garden will now be able to reactive themselves twice before they are forced to call in and speak with a rep.

CATS will now ignore all first DMCA complaints and auto-close the ticket and use 'Auto-close' as the abuse type.

Our hope is that this will alleviate some of the calls coming into the TOC's and call centers.

Also, using an email that is not a cox.net address to send warning too is a goal. This will require some coordination between some departments and a bit of a change to the way CATS gets the email addresses.

This follows our idea of using an external email address to warn CB customers via a preferred address of abuse issues and hopefully will reduce the calls that CB reps must make on a daily basis. So, it will help both sides of abuse.

[Redacted for Privilege]

Jason Zabek
Manager - Customer Security / Abuse Operations
Cox Communications
(404) 269-8129
(Insert benign saying here)

JA-487

Plaintiffs' Trial Exhibit 245

[1480]

Merged Email - Non-Responsive Material

From: Zabek, Jason (CCI-Atlanta)
Sent: Sunday, January 17, 2010 11:25 AM
To: Dameri, Andrea (CCI-Hampton Roads);
CCI - Abuse Corporate
Subject: RE: Account [Redacted for
Confidentiality]

This is fine. If asked, I would have allowed them back on.

We have been turning customers back on who have been terminated for DMCA complaints. As long as our process of warnings, suspension, then termination is followed, we can turn the customer back on and start the DMCA count over.

[Redacted for Privilege]

During this time, as we try to keep customers and gain more RGU's it is important to try and balance the needs of the company with the protection of the network. DMCA does not hurt the network like DOS attack, spam or hacking.

It is not something we advertise however.

Jason Zabek
Senior Abuse Engineer
Cox Communications
(404) 269-8129

JA-488

<http://www.coxbusiness.com/>
<<http://www.coxbusiness.com/>>
<http://support.coxbusiness.com/>
<<http://support.coxbusiness.com/>>
(Insert benign saying here)

From: Dameri, Andrea (CCI-Hampton Roads)
Sent: Saturday, January 16, 2010 10:52 PM
To: CCI - Abuse Corporate
Subject: Account [Redacted for Confidentiality]

JA-489

Plaintiffs' Trial Exhibit 251

[1482]

From: Sikes, Joseph (CCI-Atlanta)
Sent: Wednesday, March 10, 2010 1:18 PM
To: Beck, Brent (CCI-Atlanta)
Cc: Zabek, Jason (CCI-Atlanta)
Subject: RE: DMCA blast from Fox on Monday

We'll see what Jason says, after his meeting. Although, I'm sure he will agree - WE NEED TO CAP THESE SUCKERS!

-> Joe Sikes

From: Brent Beck [<mailto:brent.beck@cox.com>]
Sent: Wednesday, March 10, 2010 1:16 PM
To: Sikes, Joseph (CCI-Atlanta)
Subject: RE: DMCA blast from Fox on Monday

Okay. We can add a hard limit for fox, if desirable.

Le mercredi 10 mars 2010 à 12:44 -0500, Sikes, Joseph (CCI-Atlanta) a écrit :

Unbelievable! Thanks for sharing this. Jason might want to have another call with BayTSP.

-> Joe Sikes

From: Brent Beck [<mailto:brent.beck@cox.com>]

JA-490

Sent: Wednesday, March 10, 2010 12:05 PM
To: CCI - Abuse Corporate
Cc: CCI ATL - Data Ops - CATS
Subject: DMCA blast from Fox on Monday

I noticed our daily suspensions hit the 300 limit the last two days. I believe this is because fox eve p2p-no-reply@copyright-compliance.com hit us with a large amount of DMCA on Monday (of which we process up to 500 complaints/day, queuing anything over for the following day).

CATS is fine, I just wanted you guys to be aware.

```
SELECT DATE(cmerge.date) as Day,
      COUNT(*) as Count
FROM cmerge
WHERE complainant REGEXP 'fox.eve'
      AND cmerge.date BETWEEN
      DATE(NOW()) - INTERVAL 28 DAY
      AND DATE(NOW())
GROUP BY Day
```

JA-491

Plaintiffs' Trial Exhibit 253

[1484]

From: Vredenburg, Roger (CCI-Hampton Roads)
Sent: Saturday, April 10, 2010 7:03 AM
To: Moy, Michael (CCI-Hampton Roads)
Subject: FW: DMCA Terminations
Importance: High

From: Vredenburg, Roger (CCI-Hampton Roads) **On Behalf Of** HRD-TOC (CCI-Hampton Roads)
Sent: Wednesday, August 12, 2009 2:34 PM
To: Vredenburg, Roger (CCI-Hampton Roads)
Subject: FW: DMCA Terminations
Importance: High

From: Zabek, Jason (CCI-Atlanta)
Sent: Wednesday, August 12, 2009 2:21 PM
To: CCI - Abuse Toc
Subject: DMCA Terminations
Importance: High

Proprietary info! This is not to be shared about outside of Cox or abuse reps.

It is not to be passed to Tier 1 or 2. This info stays with Tier 2.5 only.

JA-492

As we move forward in this challenging time we want to hold on to every subscriber we can.

With this in mind if a customer is terminated for DMCA, you are able to reactivate them after you give them a stern warning about violating our AUP and the DMCA.

We still must terminate in order for us to be in compliance with safe harbor but once the termination is complete, we have fulfilled our obligation.

After you reactivate them the DMCA 'counter' restarts; The procedure restarts with the sending of warning letters, just like a first offense.

This is to be an unwritten semi-policy... We do not talk about it or give the subscriber any indication that reactivating them is normal. Use your best judgment and remember to do what is right for our company and subscribers.

Please remember that when you talk to a customer, check for a Cox.net email address. If they do not have one, encourage them to create one. They can always forward this address to any other email address such as Gmail or a work address if necessary.

This only pertains to DMCA violations. It does not pertain to spammers, hackers, etc.

Jason Zabek
Senior Abuse Engineer
Cox Communications

JA-493

404-269-8129

[Http://www.coxbusiness.com](http://www.coxbusiness.com)

[Http://support.coxbusiness.com](http://support.coxbusiness.com)

(Insert benign saying here)

JA-494

Plaintiffs' Trial Exhibit 266

[1485]

From: Zabek, Jason (CCI-Atlanta)
Sent: Wednesday, August 11, 2010 4:30 PM
To: Dameri, Andrea (CCI-Hampton Roads);
CCI - Abuse Corporate
Cc: Burns, Christopher (CCI-Hampton
Roads)
Subject: RE: Customers Terminated for DMCA..

There is no issue here. You made a call and it was
NOT wrong. You are empowered. ☺

Jason Zabek
Manager - Customer Safety / Abuse Operations
Cox Communications
(404) 269-8129
(Insert benign saying here)

From: Dameri, Andrea (CCI-Hampton Roads)
Sent: Wednesday, August 11, 2010 4:21 PM
To: Zabek, Jason (CCI-Atlanta); CCI - Abuse
Corporate
Cc: Burns, Christopher (CCI-Hampton
Roads)
Subject: RE: Customers Terminated for DMCA..

Hello,

Casey is referring to ticket 5694819. I did chat with
Joe about it as well. At this point I can neither prove
or disprove the email address was viable at the time

JA-495

of the suspension. ICOMS provisioning shows no update transactions. Vision tools shows the last modification as April 14th. When HSI is removed the email's go into a reserve state and must be reactivated in order to work correctly. Unfortunately I did not mark the ticket in either direction (active email or not).

Andrea Dameri
CHSI Tier 2.5
Technical Operation Center Analyst
Cox Network Security Team
866-269-8627, option 2
Supervisor: Christopher Burns
Wed - Saturday 9am - 8pm Eastern

How am I doing? Click on the link below to fill out the survey.

<http://teams.atl.cox.com/toc/Lists/TOCFeedback/NewForm.aspx>

From: Zabek, Jason (CCI-Atlanta)
Sent: Wednesday, August 11, 2010 4:06 PM
To: HRD-TOC (CCI-Hampton Roads); CCI - Abuse Corporate
Subject: RE: Customers Terminated for DMCA..

Hey all... Internal info only. Do not forward.

After termination of DMCA, if you do suspend someone for another DMCA violation, you are not wrong. However, if the customer has a cox.net email

JA-496

we would like to start the warning cycle over, hold for more, etc. A clean slate if you will. This way, we can collect a few extra weeks of payments for their account. ;-)

JA-497

Plaintiffs' Trial Exhibit 322

[1492]

From: Sikes, Joseph (CCI-Atlanta)
Sent: Wednesday, December 12, 2012 7:58 PM
To: Dameri, Andrea (CCI-Virginia)
Subject: RE: Termination review CATS ticket 12056367

Aw, dang, I'm sorry. He might not have been aware that we now terminate, for real. He's been out of the loop, for a while. We'll get him on the same page.

From: Dameri, Andrea (CCI-Virginia)
Sent: Wednesday, December 12, 2012 7:55 PM
To: Sikes, Joseph (CCI-Atlanta)
Subject: RE: Termination review CATS ticket 12056367

Just between you me and the fencepost. I was a bit irritated yes. Martin only marked the cats ticket and icoms cc as terminate. Left the services in billing. He did not call and notify the customer and so when I was doing so I miscalculated and said hmmm 5 months is may and 1 for December that's six so may 10th. Oh well I had to do the hard work so he can get over being mad at me for doing bad math when he comes back next week lol.

From: Sikes, Joseph (CCI-Atlanta)
Sent: Wednesday, December 12, 2012 7:33 PM

JA-498

To: HRD-TOC (CCI-Hampton Roads)
Cc: Zabek, Jason (CCI-Atlanta); CCI - Abuse Corporate
Subject: RE: Termination review CATS ticket 12056367

Yep, good point, Andrea. Now, when we terminate Customers, we REALLY terminate the Customer (for 6 months).

COX

Joseph Sikes, Senior Engineer
Customer Safety & Abuse Operations
404-847-6486 tel [Redacted for Confidentiality]
cell
6305-A Peachtree Dunwoody Road, Atlanta, GA 30328
CTECH A10-153J

Visit our MyAxis page: [TechOps](#)

Please don't print this e-mail unless you really need to do so.

From: Dameri, Andrea (CCI-Virginia) **On Behalf Of** HRD-TOC (CCI-Hampton Roads)
Sent: Wednesday, December 12, 2012 6:59 PM
To: HRD-TOC (CCI-Hampton Roads)
Cc: Zabek, Jason (CCI-Atlanta); CCI - Abuse Corporate

JA-499

Subject: RE: Termination review CATS ticket
12056367

Please ensure when terminating a customer for real
that we remove the chsi charges.

Andrea Dameri
Hampton Roads Network Security
866-269-8627, option 2
757-224-0172

JA-500

Plaintiffs' Trial Exhibit 335

[1494]

From: Beck, Brent (CCI-Atlanta)
<Brent.Beck@cox.com>
Sent: Wednesday, February 19, 2014 5:10 PM
To: Sikes, Joseph (CCI-Atlanta)
Cc: Carothers, Matt (CCI-Atlanta); Zabek, Jason (CCI-Atlanta);
sarasoper@centurylink.com;
david.dee@centurylink.com
Subject: RE: DMCA complaint spike?

Also, to be clear for our CenturyLink folks here, our 200/day limiting is entirely different from our blacklisting.

Sources like DigitalRightsCorp are blacklisted with us, so we silently -delete- the email messages without any parsing/ticketing/etc. As soon as our POP3 client recognizes the From: address in the headers as blacklisted, we delete the message without retrieving it's msg body.

Normal non-blacklisted complaint sources that exceed the 200/day (rolling 24H, not calendar day) hard limit are sent an auto-response email form for each additional complaint (which we still parse & ticket, but auto-close with no customer-facing actions taken). The limit is only applied to abuse tickets that have resulted in action (customer facing notification/suspension/etc) or that are still open at the time of the query. Otherwise, a flood of inbound complaints could keep a given complainant over the

JA-501

limit for an extended time period if we counted them all.

On Wed, 2014-02-19 at 16:28 -0500, Sikes, Joseph (CCI-Atlanta) wrote:

So, we actually do not accept ANY complaints from dmca@digitalrightscorp.com and have blacklisted them from sending to abuse@cox.net. Our Legal Dept deemed their "blackmail-styled" complaints as "not being in the spirit of the DMCA". And because of this, they no longer send to us. So, yeah, F the DRC!

COX

Joseph Sikes, Senior Lead Engineer
Customer Safety / Security Assurance &
Intelligence
404-847-6486 tel 404-964-6006 cell
6305 Peachtree Dunwoody Rd, B07-159B,
Atlanta GA 30328

From: Carothers, Matt (CCI-Atlanta)
Sent: Wednesday, February 19, 2014 4:13 PM
To: Zabek, Jason (CCI-Atlanta);
Sara.Roper@CenturyLink.com; Sikes, Joseph
(CCI-Atlanta); David.Dee@CenturyLink.com;
Beck, Brent (CCI-Atlanta)
Subject: RE: DMCA complaint spike?

IIRC complainants get one auto response after they cross the limit and then all subsequent mail

JA-502

during the next 24 hour rolling window is silently deleted. Brent is that accurate?

[1495] Matt Carothers
Cox Communications
(404) 933-1125

-----Original Message-----

From: Dee, David
[David.Dee@CenturyLink.com]
Received: Wednesday, 19 Feb 2014, 12:08PM
To: Zabek, Jason (CCI-Atlanta)
[Jason.Zabek@cox.com]; Roper, Sara
[Sara,Roper@CenturyLink.com]; Sikes, Joseph
(CCI-Atlanta) [Joseph.Sikes(@cox.com]
CC: Carothers, Matt (CCI-Atlanta)
[Matt.Carothers@cox.com]
Subject: RE: DMCA complaint spike?

Nice! I will defer the political response to Sara!

Thanks!

From: Zabek, Jason (CCI-Atlanta)
[mailto:jason.Zabek@cox.com]
Sent: Wednesday, February 19, 2014 13:05
To: Dee, David; Roper, Sara; Sikes, Joseph (CCI-Atlanta)
Cc: Carothers, Matt (CCI-Atlanta)
Subject: RE: DMCA complaint spike?

F the dmca!!! Ya, we told each copyright holder to limit them or give us money to hire people. J

COX

JA-503

Jason Zabek
Manager, Customer Safety
404-269-8129 tel
6305-B Peachtree Dunwoody Road

Atlanta GA 30328
(Insert benign saying here)

From: Dee, David
[mailto:David.Dee@CenturyLink.com]
Sent: Wednesday, February 19, 2014 2:48 PM

JA-504

Plaintiffs' Trial Exhibit 336

From: Carothers, Matt (CCI-Atlanta)
<Matt.Carothers@cox.com>
Sent: Wednesday, February 19, 2014 4:34 PM
To: Zabek, Jason (CCI-Atlanta); Sikes, Joseph (CCI-Atlanta)
Subject: RE: DMCA complaint spike?

Sorry to be Paranoid Panda here, but please stop sending out emails saying F the law or F some company. If we get sued, those emails are discoverable and would not look good in court.

Matt Carothers
Cox Communications
(404) 933-1125

-----Original Message-----

From: Sikes, Joseph (CCI-Atlanta)
[Joseph.Sikes@cox.com]
Received: Wednesday, 19 Feb 2014, 1:28PM
To: Carothers, Matt (CCI-Atlanta)
[Matt.Carothers@cox.com]; Zabek, Jason (CCI-Atlanta) [Jason.Zabek@cox.com];
Sara.Roper@CenturyLink.com
[Sara.Roper@CenturyLink.com];
David.Dee@CenturyLink.com
[David.Dee@CenturyLink.com]; Beck, Brent (CCI-Atlanta) [Brent.Beck@cox.com]
Subject: RE: DMCA complaint spike?

So, we actually do not accept ANY complaints from dmca@digitalrightscorp.com and have blacklisted them from sending to abuse@cox.net. Our Legal

JA-505

Dept deemed their “blackmail-styled” complaints as “not being in the spirit of the DMCA”. And because of this, they no longer send to us. So, yeah, F the DRC!

COX

Joseph Sikes, Senior Lead Engineer
Customer Safety/Security Assurance & Intelligence
404-847-6486 tel 404-964-6006 cell
6305 Peachtree Dunwoody Rd, B07-159B, Atlanta
GA 30328

From: Carothers, Matt (CCI-Atlanta)
Sent: Wednesday, February 19, 2014 4:13 PM
To: Zabek, Jason (CCI-Atlanta);
Sara.Roper@CenturyLink.com; Sikes, Joseph (CCI-Atlanta); David.Dee@CenturyLink.com; Beck, Brent (CCI-Atlanta)
Subject: RE: DMCA complaint spike?

IIRC complainants get one auto response after they cross the limit and then all subsequent mail during the next 24 hour rolling window is silently deleted. Brent is that accurate?

Matt Carothers
Cox Communications
(404) 933-1125

-----Original Message-----

From: Dee, David [David.Dee@Centurylink.com]
Received: Wednesday, 19 Feb 2014, 12:08PM

JA-506

To: Zabek, Jason (CCI-Atlanta)
[Jason.Zabek@cox.com];
Roper, Sara [Sara.Roper@Centurylink.com]; Sikes,
Joseph (CCI-Atlanta) [Joseph.Sikes@cox.com]
Cc: Carothers, Matt (CCI-Atlanta)
[Matt.Carothers@cox.com]
Subject: RE: DMCA complaint spike?

Nice! I will defer the political response to Sara!

Thanks!

From: Zabek, Jason (CCI-Atlanta)
[mailto:Jason.Zabek@cox.com]
Sent: Wednesday, February 19, 2014 13:05
To: Dee, David; Roper, Sara; Sikes, Joseph
(CCI-Atlanta)
Cc: Carothers, Matt (CCI-Atlanta)
Subject: RE: DMCA complaint spike?

F the dmca!!! Ya, we told each copyright holder to
limit them or give us money to hire people. ☺

COX

Jason Zabek
Manager, Customer Safety
404-269-8129 tel
6305-B Peachtree Dunwoody Road
Atlanta GA 30328
(Insert benign saying here)

JA-507

From: Dee, David
[mailto:David.Dee@CenturyLink.com]
Sent: Wednesday, February 19, 2014 2:48 PM
To: Roper, Sara; Sikes, Joseph (CCI-Atlanta)
Cc: Carothers, Matt (CCI-Atlanta); Zabek, Jason (CCI-Atlanta)
Subject: RE: DMCA complaint spike?

WOW, you're limiting each complainant email address to 200/day? Can we do that, Sara!?!? Can you imagine what I could do with the freed-up computing and storage resources!?

Joe, can I ask what you do with the complaints above 200-per-complainant that come in each day? Do you SMTP Reject them somehow, or route to /dev/null, or capture-but-not-process??

Our #'s from Digital RightsCorp for the past few days are (as of 1945Z today):

dtg	complainant	count
2014-02-14 00:00:00	dmca@digitalrightscorp.com	27037
2014-02-15 00:00:00	dmca@digitalrightscorp.com	17035
2014-02-16 00:00:00	dmca@digitalrightscorp.com	14485
2014-02-17 00:00:00	dmca@digitalrightscorp.com	6893
2014-02-18 00:00:00	dmca@digitalrightscorp.com	50670
2014-02-19 00:00:00	dmca@digitalrightscorp.com	38326
(6 rows)		(82% of

JA-508

the day
so far)

-David

From: Roper, Sara
Sent: Wednesday, February 19, 2014 12:41
To: Sikes, Joseph (CCI-Atlanta)
Cc: Carothers, Matt (CCI-Atlanta); Zabek, Jason (CCI-Atlanta); Dee, David
Subject: Re: DMCA complaint spike?

David, can you answer Joe's question?

Sent from my phone. Please excuse errors and brevity.

On Feb 19, 2014, at 11:23 AM, "Sikes, Joseph (CCI-Atlanta)" <Joseph.Sikes@cox.com> wrote:

Hey Sarah,

What email address are they sending them from?

We are limiting each DMCA complainant by email address to 200/day.

-Joe Sikes
via mobile
404-964-6006

On Feb 19, 2014, at 2:11 PM, "Carothers, Matt (CCI-Atlanta)" <Matt.Carothers@cox.com> wrote:

JA-509

Hey guys, Sara was wondering if we've seen a complaint spike from a DMCA monitor called Digital Rights Corp (Sara, is that correct?) and if so, what we've done with the complaints. Can you share our current rate limits with her?

- Matt

JA-510

Plaintiffs' Trial Exhibit 342

[1496]

From: Mathews, Martin (CCI-Virginia) on behalf of HRD-TOC (CCI-Hampton Roads)
Sent: Thursday, March 27, 2014 5:27 PM
To: Sikes, Joseph (CCI-Atlanta); HRD-TOC (CCI-Hampton Roads); CCI - Abuse Corporate
Subject: RE: Request for Termination - CATS Ticket 18640545

Just out of curiosity, when we talk to them if they state that their wireless is still not secure do we proceed with a termination?

Thank you,

Martin Mathews
Hampton Roads Network Security
866-269-8627, option 2
757-224-0172
Supervisor: Kimberly Brown
Monday - Thursday 1:00 pm - Midnight Eastern

From: Sikes, Joseph (CCI-Atlanta)
Sent: Thursday, March 27, 2014 5:24 PM
To: HRD-TOC (CCI-Hampton Roads); CCI - Abuse Corporate
Subject: RE: Request for Termination - CATS Ticket 18640545

JA-511

Roger, Roger! And no problem. Thanks for the background info on your interactions with this Customer.

Martin,

Please suspend this Customer, one LAST time. When you speak to them, please point out that securing their wifi did not stop this and the Bittorrent client is obviously on one of their computers or perhaps a guest's computer (someone who comes to visit them once a month, because that seems to be the frequency of their complaints).

Advise them to change their wifi network's password and only give it to friends/family who are not running a version of BitTorrent on their computer.

Advise him to check his own systems for a BitTorrent client and uninstall them.

And let Marion know that this is absolutely the end of the line, last complaint, last suspension, last chance.

Make sure to include detailed notes about your discussion with him and reactivate.

Thanks for handling this!

COX

Joseph Sikes, Senior Lead Engineer
Customer Safety / Security Assurance & Intelligence

* * *

JA-512

[1498]

COX

Joseph Sikes, Senior Lead Engineer
Customer Safety / Security Assurance & Intelligence
404-847-6486 tel 404-964-6006 cell
6305 Peachtree Dunwoody Rd, B07-159B, Atlanta
GA 30328

From: Mathews, Martin (CCI-Virginia) **On
Behalf Of** HRD-TOC (CCI-Hampton
Roads)
Sent: Thursday, March 27, 2014 4:35 PM
To: Sikes, Joseph (CCI-Atlanta); HRD-TOC
(CCI-Hampton Roads); CCI - Abuse
Corporate
Subject: RE: Request for Termination - CATS
Ticket 18640545

Looks like PTP programs were discussed back on
ticket 15711339 (Which also was a final suspension
as well).

Thank you,

Martin Mathews
Hampton Roads Network Security
866-269-8627, option 2
757-224-0172
Supervisor: Kimberly Brown
Monday - Thursday 1:00 pm - Midnight Eastern

From: Sikes, Joseph (CCI-Atlanta)
Sent: Thursday, March 27, 2014 4:24 PM
To: HRD-TOC (CCI-Hampton Roads); CCI - Abuse Corporate
Subject: RE: Request for Termination - CATS Ticket 18640545

Per Roger's last conversation, it looks like the Customer suspected that their wireless network was the culprit.

I assume you also covered the likely possibility that it could also be a BitTorrent client running on one of their computers?

If this was not covered thoroughly on the last call with them, please advise them that securing their wireless network obviously did not work. So, the BitTorrent client is running on one of their computers (their child's, etc) and they need to uninstall it.

This Customer pays us over \$400/month and if we terminate their internet service, they will likely cancel the rest of their services.

Every terminated Customer becomes lost revenue and a potential Detractor to our Net Promoter Score. We should make absolutely certain that we have covered each and every possibility with them ("to the bitter end") before we terminate them.

JA-514

Plaintiffs' Trial Exhibit 347

[1499]

From: Thompson, Andrew (CCI-Atlanta)
Sent: Thursday, June 12, 2014 7:40 AM
To: HRD-TOC (CCI-Hampton Roads); CCI - Abuse Corporate
Subject: RE: Termination Review - 19029047

I believe you mean be ticket 20356017 but you appeared to update that ticket and previous ticket of 19029047 with the final suspension you just did on 06/11/14

This customer will likely fail again, but let's give him one more change. he pays 317.63 a month.

Please tell the customer we are giving them one more chance and be sure to cover all bases to help the customer prevent further complaints, as you always do.

We will terminate on the next complaint

Thank you

COX

Andrew Thompson
Senior Engineer, Customer Safety and Abuse Operations
404-269-8414 tel
6305-B Peachtree Dunwoody Rd, Atlanta GA 30328
CTECH 807-159C

JA-515

From: Mathews, Martin (CCI-Virginia) On Behalf
Of HRD-TOC (CCI-Hampton Roads)
Sent: Wednesday, June 11, 2014 9:10 PM
To: HRD-TOC (CCI-Hampton Roads); CCI -
Abuse Corporate
Subject: RE: Termination Review - 19029047

Wrong ticket number should be 20236129

Thank you,

Martin Mathews
Hampton Roads Network Security
866-269-8627, option 2
757-224-0172
Supervisor: Kimberly Brown
Monday - Thursday 1:00 pm - Midnight Eastern

JA-516

Plaintiffs' Trial Exhibit 351

**[1500] UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

Case No. 1:14-cv-1611 (LOG/JFA)

**BMG RIGHTS MANAGEMENT (US) LLC, and
ROUND HILL MUSIC LP,
Plaintiff,**

v.

**COX ENTERPRISES, INC., COX
COMMUNICATIONS, INC., and
COXCOM, LLC,
Defendants.**

**HIGHLY CONFIDENTIAL—
ATTORNEYS' EYES ONLY—
SUBJECT TO PROTECTIVE ORDER**

**DEFENDANT COX COMMUNICATIONS, INC.'S
FIRST SUPPLEMENTAL RESPONSES TO
PLAINTIFFS' FIRST
SET OF INTERROGATORIES**

**PROPOUNDING PARTY: PLAINTIFFS BMG
RIGHTS
MANAGEMENT (US)
LLC AND ROUND
HILL MUSIC LP**

JA-517

RESPONDING PARTY: DEFENDANT COX
COMMUNICATIONS,
INC.

SET NUMBER: ONE (NOS. 1-11)

In accordance with Rules 26 and 33 of the Federal Rules of Civil Procedure and Civil Local Rule 26(b) and (c), Defendant Cox Communications, Inc. ("Cox Communications") hereby responds and objects to Plaintiffs BMG Rights Management (US) LLC and Round Hill Music LP's (collectively "Plaintiffs") First Set of Interrogatories to Defendant Cox Communications, Inc. as follows. As Cox Communications' investigation in this matter is ongoing, Cox Communications reserves the right to supplement or amend its responses and objections to the extent allowed by the Federal Rules of Civil Procedure, the Local Rules, and the orders of this Court.

* * *

[1501] Without waiving any of the foregoing objections, Cox Communications responds as follows:

<u>Year / Month</u>	<u>Warnings</u>	<u>Suspensions</u>	<u>Terminati ons</u>
2010-01	38,109	7,507	18
2010-02	20,138	5,962	16
2010-03	19,804	5,523	22
2010-04	20,415	5,645	25
2010-05	21,732	3,802	19
2010-06	22,559	3,785	28
2010-07	24,227	3,622	33

JA-518

<u>Year / Month</u>	<u>Warnings</u>	<u>Suspensions</u>	<u>Terminati ons</u>
2010-08	25,215	4,055	24
2010-09	26,271	4,189	19
2010-10	25,809	3,307	30
2010-11	23,974	3,083	20
2010-12	26,815	3,407	21
2011-01	28,896	3,518	21
2011-02	29,379	3,794	13
2011-03	32,260	4,052	26
2011-04	34,437	4,134	24
2011-05	33,441	4,787	16
[1502] 2011-06	25,463	4,542	24
2011-07	24,580	4,246	6
2011-08	26,156	4,188	8
2011-09	19,273	3,143	7
2011-10	23,629	3,545	6
2011-11	29,835	4,315	7
2011-12	25,052	3,553	11
2012-01	23,709	3,397	7
2012-02	19,352	2,777	6
2012-03	24,016	3,571	6
2012-04	22,322	3,291	7
2012-05	15,776	2,422	6
2012-06	22,560	3,079	6
2012-07	21,456	3,040	5
2012-08	22,409	3,320	12
2012-09	18,595	2,600	0
2012-10	19,091	2,581	0
2012-11	16,410	2,335	1
2012-12	17,116	2,300	1
2013-01	18,820	2,419	0

JA-519

<u>Year / Month</u>	<u>Warnings</u>	<u>Suspensions</u>	<u>Terminati ons</u>
2013-02	16,552	2,113	0
2013-03	17,466	2,329	0
2013-04	19,187	2,741	0
2013-05	27,466	3,351	3
2013-06	21,119	3,027	1
[1503] 2013-07	24,585	3,762	1
2013-08	23,836	3,674	0
2013-09	23,670	3,683	0
2013-10	22,071	3,541	0
2013-11	22,669	3,158	0
2013-12	22,581	3,188	0
2014-01	27,139	3,466	0
2014-02	27,382	3,533	1
2014-03	28,985	3,365	3
2014-04	26,163	2,913	2
2014-05	26,713	2,914	0
2014-06	23,689	2,638	3
2014-07	24,404	2,801	1
2014-08	25,317	2,716	1
2014-09	23,660	2,650	1
2014-10	25,484	2,594	2
2014-11	41,640	3,734	1
2014-12	39,516	4,502	13
2015-01	43,555	5,362	11
2015-02	41,456	5,097	11

This information is drawn from Cox Communications' CATS database. The person most knowledgeable about that database is Brent Beck. The persons most knowledgeable about the penalty process are Jason Zabek and Brent Beck.

JA-520

Plaintiffs' Trial Exhibit 365

[1510]

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**

Case No. 1:18-cv-00950-LO-JFA

SONY MUSIC ENTERTAINMENT, *et al.*,

Plaintiffs,

v.

COX COMMUNICATIONS, INC., *et al.*,

Defendants.

***** CONTAINS INFORMATION DESIGNATED
HIGHLY CONFIDENTIAL -
ATTORNEYS' EYES ONLY *****

**COX'S SECOND SUPPLEMENTAL
RESPONSES TO PLAINTIFFS'**

**FIRST SET OF INTERROGATORIES
(NOS. 1-12) TO DEFENDANTS**

In accordance with Federal Rules of Civil Procedure 26 and 33 and Civil Local Rule 26(b) and (c), Defendants Cox Communications, Inc. and CoxCom LLC (collectively, "Cox") supplement their response to Plaintiffs' First Set of Interrogatories as

follows. This supplemental response is made solely for the purposes of this litigation. Cox's investigation into the facts of this case is ongoing and is not yet completed, and Cox therefore reserves the right to supplement or amend its responses and objections to the extent allowed by the Federal Rules of Civil Procedure, the Local Rules, and the orders of this Court. The responses are based solely on the information that is presently available and specifically known to Cox.

**OBJECTIONS TO PLAINTIFFS' DEFINITIONS
AND INSTRUCTIONS**

Cox objects as follows to Plaintiffs' Definitions and Instructions. To the extent the Definitions or Instructions are incorporated into the requests in Plaintiffs' First Set of

[1511]

**FIRST SUPPLEMENTAL RESPONSE TO
INTERROGATORY NO. 6**

*** * * HIGHLY CONFIDENTIAL - ATTORNEYS'
EYES ONLY * * ***

Pursuant to the Court's order requiring Cox to provide the number of subscribers terminated for violation of the Acceptable Use Policy, by quarter, for 2013 and 2014, Cox responds as follows:

	Q1	Q2	Q3	Q4
2013	0	4	1	0
2014	3	5	3	16

[1512]

**FIRST SUPPLEMENTAL RESPONSE TO
INTERROGATORY NO. 11**

***** HIGHLY CONFIDENTIAL - ATTORNEYS'
EYES ONLY *****

Pursuant to the Court's order requiring Cox to provide the number of subscribers terminated for failure to pay, by quarter, for 2013 and 2014, Cox responds that the number of residential accounts whose data service was disconnected for non-payment was as follows:

	Q1	Q2	Q3	Q4
2013	64,616	73,572	83,384	70,398
2014	63,694	72,900	89,487	79,745

**SECOND SUPPLEMENTAL RESPONSE TO
INTERROGATORY NO. 11**

***** HIGHLY CONFIDENTIAL - ATTORNEYS'
EYES ONLY *****

Pursuant to the Court's order requiring Cox to provide the number of subscribers terminated for failure to pay, by quarter, for 2013 and 2014, Cox responds that the number of Cox Business subscribers whose data service was disconnected for non-payment was as follows:

	Q1	Q2	Q3	Q4
2013	2,695	2,334	2,651	2,752
2014	2,693	2,708	3,222	2,860

JA-523

Plaintiffs' Trial Exhibit 439

[1513]

Sizing the piracy universe

David Price

Director of Piracy Analysis, NetNames

September 2013

[1542] content, just 0.015%. Thus out of all non-pornographic files located, **99.97% of content was infringing**. If pornography is included within the calculation - and ignoring the fact that a majority of that pornographic content may be infringing - a total of 69.67% of files were infringing.

This overall figure for unauthorized use of bittorrent can then be combined with the figure provided by Sandvine for total bandwidth consumed by bittorrent in each region to produce statistics for **the amount of bandwidth that is used for the infringing (and non pornographic) transmission of content via bittorrent**. This is shown in Table 3.5.1.

In North. America, **8.7% of all bandwidth** is consumed by unauthorized content on bittorrent (that is not pornography). In Europe, the figure is almost twice as high at 15.1% while Asia-Pacific has the highest figure of the three regions at 25.9%.

Table 3.5.1: Infringing use of bittorrent bandwidth

Region	BitTorrent as percent of bandwidth	Infringing (non-pornography) bandwidth
North America	12.4%	8.7%
Europe	21.7%	15.1%
Asia-Pacific	37.2%	25.9%

3.6 BitTorrent business models

Almost without exception, every bittorrent site analyzed within this research was supported primarily by advertising and operated on a for-profit basis. A few sites - particularly private trackers such as TorrentLeech - also relied on donations from members (though donations often function as payments for additional benefits) but advertising was the principal form of support for bittorrent portals. Typically, sites featured banner advertisements of various shapes and sizes as well as pop-ups and pop-unders which often launched when a search was made or a link on the site was clicked. The advertisements were often for adult sites, dating services, or online gambling. The screenshot to the right from the site TorrentHound is typical: an advert dressed up as a Facebook friend request led to a site for “Russian dating beauties” while the banner advert on the right hand side led to adult dating site Xdating. A pop-up browser window for a gambling site launched when the user clicked any link on the homepage.



JA-526

Some bittorrent sites also generate revenue through affiliate agreements which are often tied to the main function of the site. For instance, Torrentz.eu promoted 'BTGuard', a proxy and VPN service billed as "the only

[1613] Newsroom | About Us | Cox Communications

Cox Communications Fact Sheet

Cox Communications is a broadband communications and entertainment company, providing advanced digital video, Internet, telephone and home security and automation services over its own nationwide IP network. The largest private telecom company in the U.S., Cox serves more than 6 million residences and businesses. Cox Business is a facilities-based provider of voice, video and data solutions for commercial customers, and Cox Media is a full-service provider of national and local cable spot and new media advertising.

Cox is known for its pioneering efforts in broadband and commercial services, industry-leading customer care and its outstanding workplaces. For nine years, Cox has been recognized as the top operator for women by Women in Cable Telecommunications; Cox has ranked among Diversity Inc's Top 50 Companies for Diversity 12 times. More information about Cox Communications, a wholly owned subsidiary of Cox Enterprises, is available at www.cox.com and www.coxmedia.com.

Company Stats:

- Cox has approximately 6 million total residential and commercial customers
- Total revenues of \$11 billion in 2016

JA-528

- Cox operates 6 clustered cable systems in 18 states: Arizona, Arkansas, California, Connecticut, Florida, Georgia, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Nebraska, Nevada, North Carolina, Ohio, Oklahoma, Rhode Island, Virginia
- Cox has approximately 20,000 employees nationwide
- Approximately 2/3 of our customers are in a bundle, approximately 1/3 of customers are triple play
- 350,000 commercial customers with more than 1.5 million business phone lines
- In the last 10 years, Cox has invested more than \$15 billion in its communities through infrastructure upgrades to deliver video, phone and high-speed Internet service to homes and businesses in the company's service area. Cox plans to invest \$10 billion in the next five years.
- Cox's in-kind and direct cash contributions totaled \$70 million dollars in 2016, with a community outreach focus on youth and education initiatives.
- Cox is a leader in customer satisfaction, earning a total of 34 awards from J.D. Power and Associates, including 10 consecutive wins for residential phone and 9 awards for business services.
- Cox Communications is 55 years old, and remains a wholly-owned subsidiary of Cox Enterprises, a privately-held, family-owned corporation with \$20 billion in annual revenues (2016)

JA-529

- Since 2012, Cox has connected more than 300,000 people to the Internet through the Connect2Compete program, most for the first time.

<https://newsroom.cox.com/company-overview>

JA-530

Dr. Kevin C. Almeroth Demonstrative

[1643]

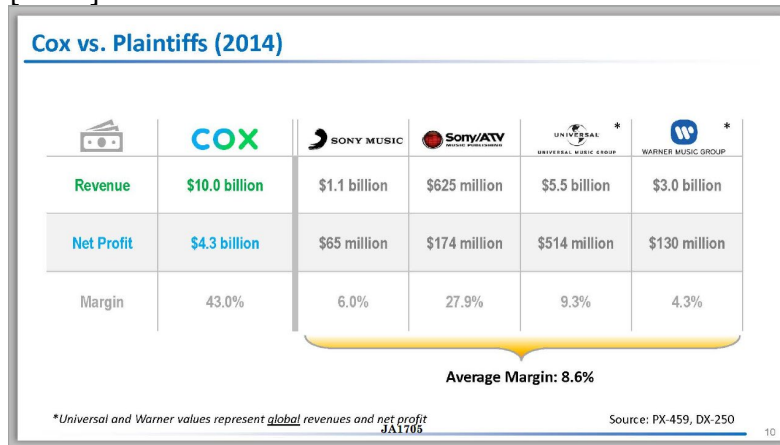
Copyright Alert System v. Cox's Graduated Response

CAS Graduated Response		COX Graduated Response	
1 st - 6 th Offense	Email Warning, Click-through Message, or Temporary Restriction (One alert sent per week)	2 nd - 7 th Offense	Email Warning (One email sent per day)
Q. The implementation agreements with the five ISPs did not require by the terms of those agreements anything for the ISPs to do after the sixth alert; is that correct? A. Yes. S. Marks Trial Tr. at 364:01 – 04		8 th - 9 th Offense	Suspension and limited warning page
		10 th - 11 th Offense	Suspension and required to call a support technician
		12 th Offense	Suspension and required to call a specialized technician
		13 th Offense	Considered for Termination
		DX 63 (CAS MOU Confidential Executed Version); DX 75-79 (Implementation Agreements); DX 105 (Residential Abuse Ticket Handling Procedures)	

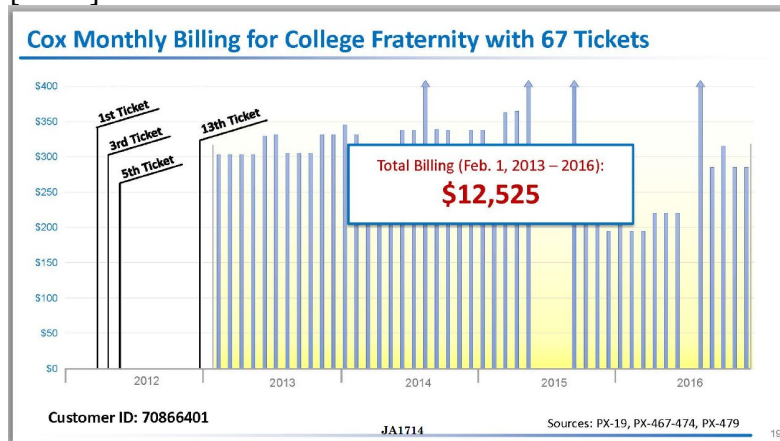
JA-531

William Lehr Demonstratives

[1705]

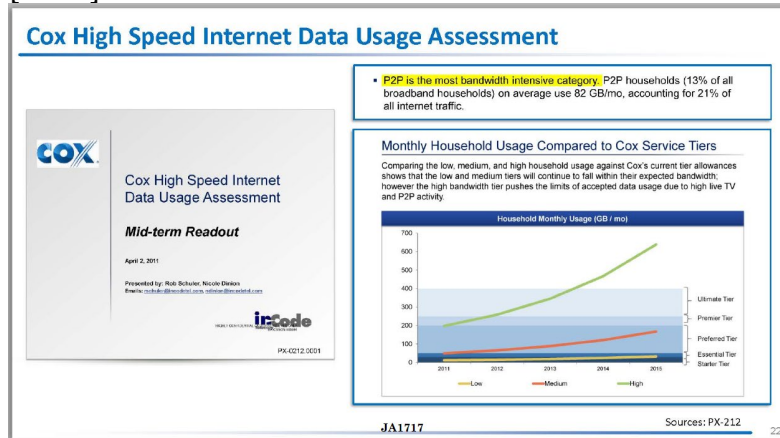


[1714]

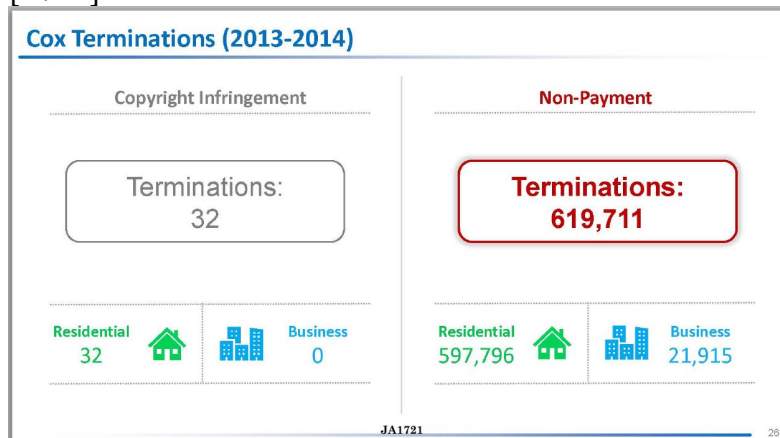


JA-532

[1717]



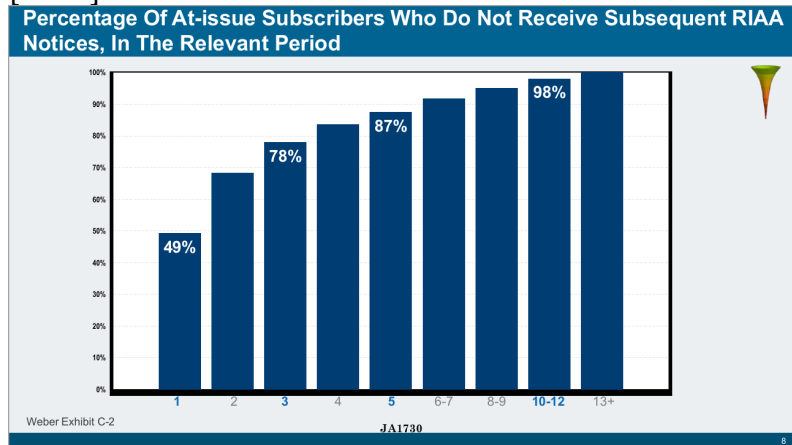
[1721]



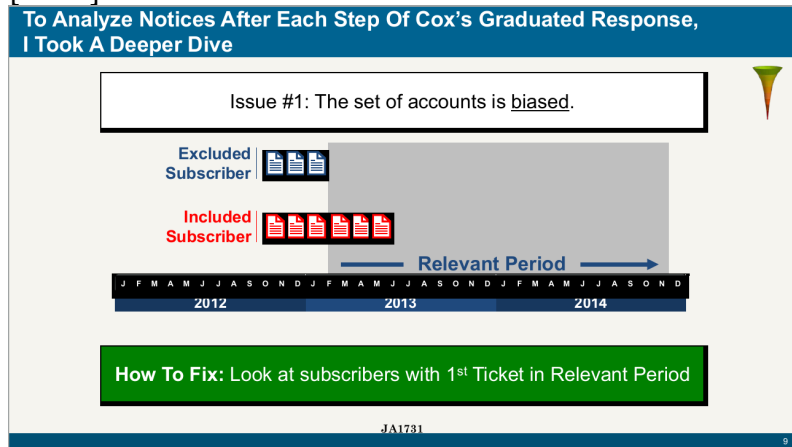
JA-533

Dr. Lynne Weber Demonstrative

[1730]

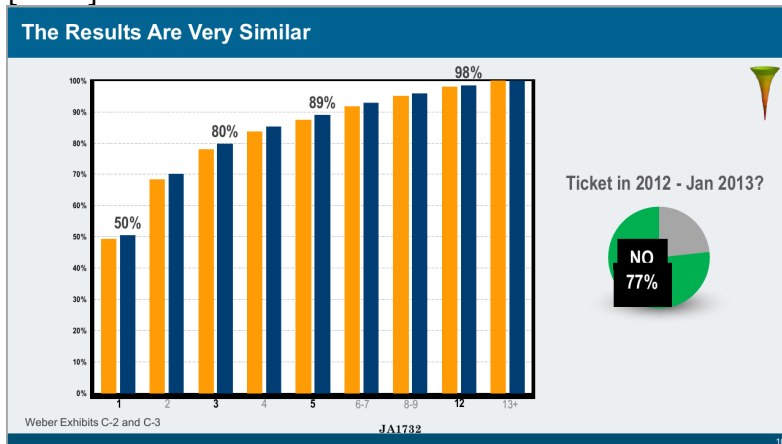


[1731]

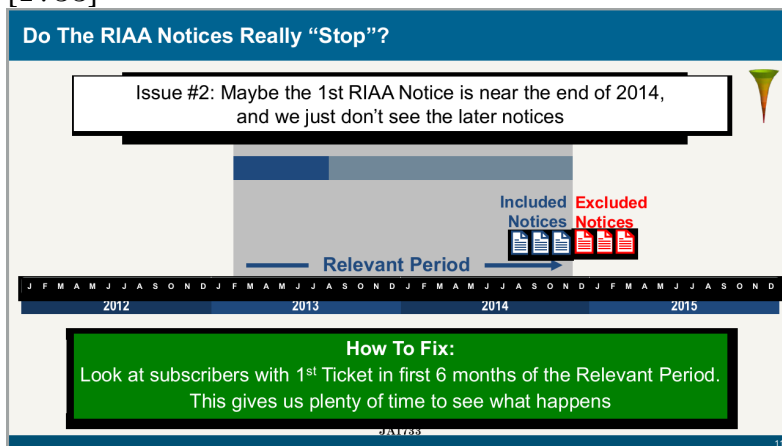


JA-534

[1732]



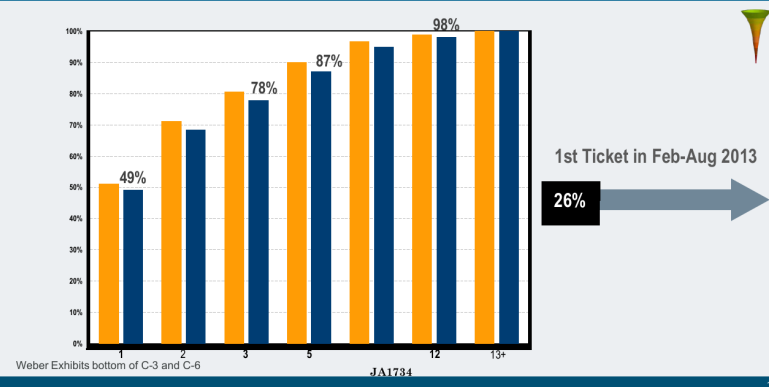
[1733]



JA-535

[1734]

The Results Are Similar – Differ By Approximately 1-3% – Because The RIAA Notices Mostly Really Stop



[1735]

The Analysis Conclusions Are Similar For Tickets

- ▶ There are more Tickets than Notices
- ▶ The Tickets really do (mostly) stop
- ▶ For a sample representative of Cox's subscribers who are the subject of RIAA Notices:
 - 33% get only 1 Ticket
 - 77% get 5 or fewer Tickets
 - 95% get 12 or fewer Tickets

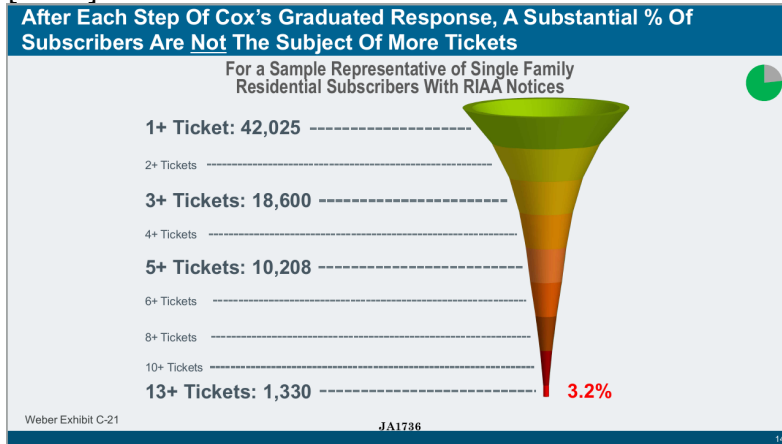
Weber Exhibit C-21, C-22 and C-28

JA1735

13

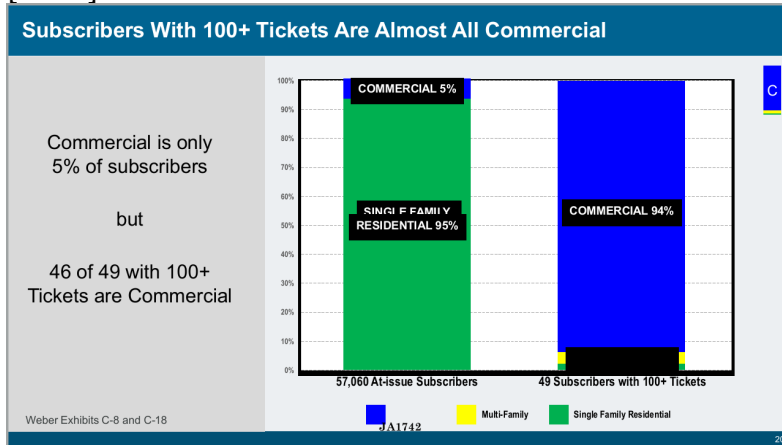
JA-536

[1736]



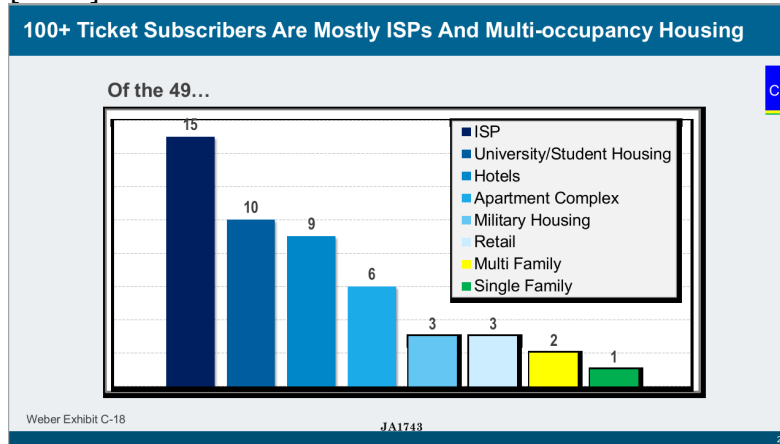
* * *

[1742]



JA-537

[1743]



[1744]

The Subscribers With The Most Tickets Are All ISPs

Number of Unique Tickets	Business Type	Service City and State
4,786	Regional ISP	Oklahoma City, OK
4,079	Regional ISP	Oklahoma City, OK
1,052	Regional ISP	Belle Chasse, LA
864	Regional ISP	Fort Riley, KS
713	Regional ISP	Claremore, OK

- ▶ Terminating an ISP could cut off the internet for thousands of households not the subject of notices
- ▶ Terminating *all* Cox services could cut off internet access to emergency personnel (police, fire)

Weber Exhibit C-19A JA1744 22

* * *

JA-538

[1747]

Cox Agreed To Accept Up To 600 Notices A Day From RIAA

From: Cadenhead, Randy (CCI-Atlanta-LD) [mailto:Randy.Cadenhead@cox.com]
Sent: Thursday, April 18, 2013 10:58 AM
To: Victoria Sheckler
Cc: Beck, Brent (CCI-Atlanta)
Subject: RE: notice limit

I've checked with our technical team. We do want to be as helpful as we can, but we have to be mindful of the call volume that notices generate. They think that **we can try accepting 500 per week day** subject to unexpected call concerns that might arise. Does that sound OK?

The diagram illustrates the process of RIAA notices. On the left, a stack of documents labeled '2013' and '2014' is titled 'RIAA Contracts With MarkMonitor'. An arrow labeled '450' points from this stack to a server rack labeled 'RIAA Notices'. To the right of the server rack is a blue bucket with the 'COX' logo and the number '600' on it, representing the agreed-upon limit.

JA1747

* * *

[1749]

