

ACCEPTABLE USE POLICY

This Acceptable Use Policy (the "Policy") specifies the actions prohibited by BROADBAND ONE to users of the Network. BROADBAND ONE reserves the right to modify the Policy at any time.

Illegal use. The Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene (including without limitation child pornography), defamatory, constitutes an illegal threat, or violates terrorism or export control laws.

System & Network Security. Violations of system or network security are prohibited and may result in criminal and civil liability. BROADBAND ONE will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Email. Sending unsolicited mail messages, including without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

Usenet. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting is explicitly prohibited).

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

BROADBAND ONE will collect and record usage samples around the clock at frequent, regular intervals and calculate a monthly total which effectively disregards bursts of the top five percent (5%) usage within the total monthly sample, without incurring additional charges. Customer will only incur additional charges, in per Meg increments, if the total of the remaining ninety-five percent (95%) usage exceeds the contracted bandwidth. If the Customer at any time chooses to limit their bandwidth access to the contracted rate, BROADBAND ONE will rate shape the unique circuit port to guarantee a not-to-exceed bandwidth and allow the Customer to maintain the same monthly recurring fee.

BROADBAND ONE shall waive any incremental charges upon the first-time occurrence where the Customer exceeds the ninety-fifth (95th) percentile rule. To avoid subsequent incremental overage charges, the Customer shall elect one of the following options:

- The Customer may rate shape the bandwidth to guarantee to not-to-exceed bandwidth assuring the same monthly recurring fee; or
- The Customer may increase the circuit bandwidth to reflect the additional bandwidth needed. (BROADBAND ONE will generate a Change Order Confirmation to the existing Service Order reflecting this change and forward to the Customer).

Should the Customer not elect one of the above options, the Customer agrees that any future occurrence to the Customer exceeding the ninety-fifth percentile (95th) rule will generate the standard incremental overage charges as identified herein.