

Acceptable Use Policy

The AUP is applicable to the Customer and supersedes any other written or oral policy and in the event of any conflicting provisions between this AUP and the MSA, the MSA shall control.

By using any FBL services available or offered, Customer is bound by and must comply with the AUP in its entirety. Violations of the AUP will result in a cancellation of Services if such violation is not cured within ten (10) days of receipt of written notice from FBL. All use is subject to law enforcement.

ARTICLE 1 – FBL System and Network Security

1.1 Customer may not tamper with other accounts or commit unauthorized intrusion into any part of the FBL System, or use any of FBL machines, files, accounts, and/or networks to intrude without authorization into any other system.

1.2 Customer may not use any services not included in the Service Order, nor devise ways to circumvent security to access services outside of the Service Order, including, but is not limited to, scanning FBL's network or other networks with the intent to breach and/or evaluate security.

1.3 Customer may not use the services in a manner that encumbers disk space, processors, or other system resources beyond those allowed by the Service Order and Customer may not make deliberate attempts to interfere with an FBL System or a service, overload an FBL System or service, and/or attempt to disable a host.

1.4 FBL will take legal action against the use or attempted use of the FBL System or services without FBL's authorization. Such unauthorized use or attempted use includes password cracking, defrauding third parties into releasing passwords, denial-of-service attacks, sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc. Customer may not use programs, scripts, commands, and/or send messages with the intent to interfere with a user's terminal session.

1.5 Customer may not use any of FBL System or services to transmit computer viruses, trojan horses, cancel bots, and/or other destructive programming code with the intent to interfere with the operation, function, or use of any service or FBL System.

ARTICLE 2 – E-Mail, Usenet, and Internet Relay Chat

2.1 Customer may not send unsolicited e-mail(s) to any third party that has not specifically requested such unsolicited information or that causes complaints from the recipients of such unsolicited email. In the event a third party requested the discontinuance of such unsolicited e-mail, Customer shall immediately cease sending commercial e-mails to the third party. Additionally, the use of FBL services to send unsolicited advertising messages to third parties, flood/spam newsgroups with commercial or non-commercial postings, forward or propagate any and all chain letters any type, (including charity requests or petitions for signatures), and/or flooring a third party with large or numerous e-mail or posting messages (colloquially, "mail-bombing") is impermissible.

2.2 FBL prohibits the transmission of harassing, libelous, defamatory, legally obscene, pornographic, threatening, abusive, and/or hateful content.

2.3 Customer shall not forge header information on e-mail or any other material transmitted through FBL servers or use of its account, or network connection, to collect replies of messages sent from any another provider in violation of this AUP or those of the originator.

ARTICLE 3 – Internet Disclaimers and Generalities

3.1 Internet connections and all other services provided to Customer by FBL may only be used for lawful purposes. Customer may not use FBL services or servers to initiate a transmission of or to store any information, data, or material, in violation of any U.S. Federal or state regulation or law. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute, and/or threatening or obscene material. FBL reserves the right to remove all materials that infringe on another's copyright or other intellectual property rights at any time upon FBL receiving a complaint or notice of alleged infringement.

3.2 Certain internet services may contain language, pictures or other content which some individuals may find offensive, inflammatory, or of an adult nature. FBL does not endorse such materials or claim any responsible or liability for such content. Customer's use of any information obtained via FBL servers or services is done at Customer's own risk and FBL specifically denies all responsibility for the accuracy or quality of information obtained through its services. FBL exercises no control over the content of the

information passing through FBL servers or services.

3.3 The rules and regulations contained within this AUP apply to all means of Internet-based transmissions, including, internet-based fax, phone, etc. Customer's use of third-party networks or computing resources is subject to third party respective permissions and usage policies.

3.4 FBL may access, use, and disclose CPNI as permitted or required by applicable laws, rules, regulations, or this Agreement. FBL may disclose CPNI to representatives authorized by Customer via any means authorized by FBL, including, without restriction (a) the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, (b) telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, (c) the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or (d) FBL's online customer portals or other online communication mechanisms.

ARTICLE 4 – Policy Enforcement

4.1 If FBL becomes aware of an alleged violation of the AUP by the Customer, FBL will initiate an investigation. During the investigation FBL may restrict Customer access to FBL servers or service in order to prevent further possible unauthorized activity. Depending on the severity of the violation, FBL may, at its sole discretion, restrict, suspend, or terminate Customer's account and pursue other civil remedies. If such Customer violation is a criminal offense, FBL will notify the appropriate law enforcement department of such violation.

4.2 In the event FBL cancels Customer's account, Customer shall not re-register without FBL's prior written consent. Any re-registration without FBL's prior written consent, shall cause FBL to cancel Customer's account and all dues and fees paid to date regardless of whether service has been rendered will be forfeited by the Customer. Additionally, any amounts owed in arrears, will be due and payable to FBL immediately.

4.3 Customer shall defend, hold harmless, and expeditiously indemnify FBL from all liability, claim, loss, damage, or expense arising out of Customer's breach or violation of this AUP.

ARTICLE V – Reporting Network Abuse

5.1 If you have a good faith belief a user of FBL servers or services is infringing on your copyright or that this AUP has been violated, please notify FBL immediately. Any such notification must include the identity and location of the alleged infringing material and your contact information. In addition, in the event the information is copyrighted, your notice must include a signed statement that information in the notice is accurate, and that under penalty of perjury, you have the authority to act on behalf of the copyright owner. FBL may be contacted via e-mail at legal@fiberlight.com

5.2 FBL shall not be liable, either directly or indirectly, for complainants of any third-party infringement and FBL shall seek reimbursement from you for all expenses associated with processing valid infringement allegations and defending any and all associated legal claims.

ARTICLE VI– Network Neutrality

FBL employs commercially reasonable efforts to ensure any entity or organization connected directly or indirectly to the FBL System exercises free choice in obtaining lawful internet content, services and/or applications. FBL is committed to enabling competition and equal access among network/service/content providers and applications. As a network neutral and equipment agnostic provider of services, FBL manages its network in a non-discrimination and interconnection manner.