



HIGH SPEED FIBER INTERNET...OWNED AND OPERATED FOR HUDSON

CITY OF HUDSON VELOCITY BROADBAND ACCEPTABLE USE POLICY (“AUP”)

IN ORDER TO PROVIDE HIGH QUALITY SERVICE AND TO ENSURE THE INTEGRITY OF PROVIDER'S NETWORK, PROVIDER HAS ADOPTED THIS ACCEPTABLE USE POLICY. THE WORD CUSTOMER IS USED HEREIN TO REFER TO ANY PERSON, ENTITY OR BUSINESS ORGANIZATION THAT SUBSCRIBES TO THE SERVICE. BY USING THE SERVICE, CUSTOMER AGREES TO THE TERMS OF THIS ACCEPTABLE USE POLICY. PROVIDER RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE CUSTOMER'S SERVICE WITHOUT NOTICE, AT PROVIDER'S SOLE DISCRETION, IF CUSTOMER OR OTHERS WHO USE CUSTOMER'S SERVICE, VIOLATE THIS ACCEPTABLE USE POLICY. PROVIDER ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION THAT VIOLATES THIS POLICY FOR ANY REASON WHATSOEVER AT PROVIDER' SOLE DISCRETION WITHOUT PRIOR NOTICE.

USE. The service provided to the Customer is being provided solely for wholesale use and any unauthorized access by a third party, or any other function of the Service is in violation of this Policy and relieves Provider of any affirmative obligations it may have under the City of Hudson Velocity Broadband Services Agreement or Services Order. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided in the Services Order or the Services Agreement. The limitation on resale or redistribution of access includes, but is not limited to, providing access to other organizations across the Provider transport service beyond those services listed in the Services Order. Any violation of these policies may lead to termination of Customer's Service.

END USERS. Customer is responsible for ensuring that all end users of the Service comply with this AUP. Provider may disconnect Service if an end user violates this AUP. The Customer must make contact information publicly available and must respond in a timely manner to any complaints. Provider shall consider any complaints regarding the Customer's end users to apply to the Customer. The Customer is responsible for any misuse of the Service, whether by authorized or unauthorized end users. Therefore, the Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point to the Service.

NO ILLEGAL OR FRAUDULENT USE. Customer will not use, nor allow others to use, the Service to violate any applicable federal, state, local or international laws (including, but not limited to, the Children's Online Privacy Protection Act). Customer will not use, nor allow others to use, the Service to commit a crime, act of terrorism, or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.

NO COPYRIGHT OR TRADEMARK INFRINGEMENT. Customer will not use, nor allow others to use, the Service to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person, entity or business organization. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. If Provider receives a notice from a copyright owner alleging a Customer has committed copyright infringement, Provider will notify the Customer of the alleged infringement. If Provider receives more than one notice alleging copyright infringement on the Customer's part, Customer may be deemed a "repeat copyright infringer." Provider reserves the right to terminate the accounts and access to the Service of repeat copyright infringers.

NO THREATS OR HARASSMENT. Customer will not use, nor allow others to use, the Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

NO HARM TO MINORS. Customer will not use, nor allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials.

NO "SPAMMING". Customer will not use, nor allow others to use, the Service to send unsolicited messages or

materials, bulk e-mail, or other forms of solicitation ("spamming"). Provider reserves the right, in Provider's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. This prohibition against spamming is applicable to mass mailings by Customers in conjunction with third parties and is designed to maintain Service quality for all Customers. Mass mailings are those sent to more than one hundred and fifty (150) recipients by Customer or in conjunction with a third party to any group of recipients.

NO "HACKING". Customer will not use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

NO SYSTEM DISRUPTION. Customer will not use, nor allow others to use, the Service to disrupt Provider network or computer equipment owned by other Provider customers. Any static IP address must be authorized and provisioned by Provider.

NO IMPERSONATION OR FORGERY. Customer will not impersonate, nor allow others to impersonate, another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customer will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Service.

NO EXCESSIVE USE OF BANDWIDTH. If Provider determines, in Provider's sole discretion, that Customer is using an excessive amount of bandwidth over the Provider network infrastructure for transport or other functions using Provider's network resources, Provider may at any time and without notice, suspend excessive bandwidth capability or suspend Customer's access to the Service.

NO "VIRUSES". Customer will not use, nor allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses" or other harmful software programs. Customer will use standard practices to prevent the transmission of such viruses or other harmful software.

INDEMNITY, NO LIABILITY. Provider takes no responsibility and assumes no liability for any content uploaded, transmitted, or downloaded by Customer or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity that Customer may encounter. Provider is only the provider of the facilities and/or services, and shall not be liable for any statements, representations, or content provided by or encountered by our users in any online source.

Customer agrees to indemnify, defend and hold harmless, Provider, its officers, elected officials, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorney's fees, resulting from Customer's violation of this AUP.

NO WAIVER. The failure by Provider or its affiliates to enforce any provision of this AUP shall not be construed as a waiver of any right to do so at any time.

REVISIONS TO POLICY. Provider reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of the policy. Notice of modifications to this Policy may be given by posting such changes to Provider's website by electronic mail or by conventional mail. Technology changes rapidly, and any activity not specifically prohibited herein but determined by Provider, in its sole discretion, to be harmful to other customers or the general operations of the system or network may be halted by Provider. Provided, however, that in no event shall Provider be liable for failing to halt any activity, whether or not specifically proscribed hereunder.

NO ROBOCALLING. Customer will not use, nor allow others to use, the Service to participate in robocalling activity. Provider reserves the right, in Provider's sole discretion, to determine whether Customer's activity rises to the level of robocalling activity.