

SPECTROTEL ACCEPTABLE USE POLICY

This Acceptable Use Policy (the “Policy”) is a legal agreement between you (“Customer”) and Spectrotel Holding Company LLC (together with its the parents, subsidiaries, affiliates, successors, and assigns, “Spectrotel”). This Policy, in conjunction with our Master Services Agreement (“MSA”), governs Customer’s use of the broadband Internet access services provided to Customer by Spectrotel (the “Services”), as further described in Customer’s Service Agreement.

Note: this Policy does not govern the acceptable use of voice services. Please see your MSA and Service Agreement for additional terms regarding voice services.

General

Customer agrees not to allow the use of the Service in any way to transmit or post material that as Spectrotel determines in its sole reasonable discretion: (a) is prohibited by any law or regulation, or facilitates or encourages the violation of any law or regulation; (b) disrupts third parties, or violates the intellectual property rights or other rights of Spectrotel or any third party; (c) is abusive, profane, libelous, slanderous, obscene, threatening, misleading, harassing, discriminatory, or otherwise harmful or disruptive; (d) violates or tampers with the security of any computer equipment, network, or program, (e) constitutes, facilitates, or encourages unsolicited commercial email or “spam.” If Customer violates this Policy, Spectrotel reserves the right to immediately suspend or disconnect Service and charge all applicable termination fees.

Customer is responsible for all use of the Service by Customer, Customer’s employees, contractors, subcontractors, suppliers, or vendors, or any other entity or person, whether with or without Customer’s permission. Customer is responsible for securing its network and facilities and may not, knowingly, or unknowingly, provide access to the Service to third parties.

Examples of Policy Violations

The following, without limitation, include examples of conduct which may lead to a restriction or termination of your Service under this Policy. Without limiting the general policy in the prior paragraph, it is a violation of this Policy to: (a) access without permission or right or attempt to access without permission or right, the accounts or computer systems of others; (b) to spoof or attempt to spoof the URL, DNS or IP addresses of Spectrotel, the third-party broadband providers whose services Spectrotel resells, Spectrotel’s subcontractors, suppliers, or vendors, or any other entity; (c) to penetrate or

attempt to penetrate the security measures of Spectrotel, the third-party broadband providers whose services Spectrotel resells, Spectrotel's subcontractors, suppliers, or vendors, or any other person's computer system; (d) transmit or attempt to transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming," "flaming," or denial of service attacks; (e) intercept, interfere with, redirect, or attempt to intercept, interfere with, or redirect email or other transmissions sent by or to others; (f) introduce or attempt to introduce viruses, worms, harmful code, or Trojan horses on the Internet; (g) engage or attempt to engage in conduct that is defamatory, fraudulent, obscene, or deceptive; (h) generate or attempt to generate excessive amounts of email or other Internet traffic; (i) use or attempt to use the Service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel, or racist in nature or which espouses, promotes or incites bigotry, hatred, or racism; (j) resell or attempt to resell the Service or distribute/transfer or attempt to distribute/transfer the Service to any person or entity other than its employees; (k) download, use, or attempt to download or use the Service in countries prohibited by applicable law or in a fashion that violates or attempts to violate export control laws; (l) disrupting or attempting to disrupt the Service; (m) violate or attempt to violate our copyright infringement policy (see below); or (n) violate any policies in any agreements between the parties, on our website or on links on our website.

Copyright

Spectrotel is committed to complying with U.S. copyright and related laws and expects Customer and Customer's users and visitors ("Customer's Users") to comply with these laws. Customer may not store any material or content on, or access, share, or disseminate any material or content over using Spectrotel's Service in any manner that infringes third party intellectual property rights, including U.S. copyright rights, nor may Customer allow Customer's Users to do so.

Spectrotel complies with the Digital Millennium Copyright Act ("DMCA") and provides a method for copyright owners to communicate information about alleged infringements to us, and for us to inform our users about them, as further described below. Customer may receive notices or alerts if their Spectrotel Service is identified by a copyright owner as having been used in connection with acts of alleged copyright infringement.

Spectrotel's policy is to terminate Spectrotel service, in appropriate circumstances, if customer use the service for repeated infringement of third-party copyright rights. Spectrotel's policy includes graduated or escalated alerts of alleged infringements, required action by customers for certain alerts, suspension of Spectrotel's service, the application of other interim

measures determined in Spectrotel's sole discretion, and, in appropriate circumstances, termination of Spectrotel's service. Spectrotel reserves the right to terminate Spectrotel's service at any time with or without notice if Spectrotel, in our sole discretion, believes Customer is infringing any copyright or other intellectual property rights.

If you are the owner of a copyrighted work who believes that your rights under U.S. copyright law have been infringed by any material on Spectrotel's services or offerings, you can report that to us by sending our authorized agent a notification of claimed infringement. When Spectrotel receives a notice of claimed infringement that satisfies the requirements of the DMCA, we will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) residing on our offerings or (ii) disable access to the work(s) residing on our offerings, if applicable. Spectrotel will also notify affected customers when we take any of these actions. Copyright owners should know that in some cases Spectrotel may be unable to identify unregistered or anonymous use of the services. In those cases, our ability to process and act on a DMCA notification may be limited or unavailable.

Send notifications of claimed copyright infringement to:

Spectrotel, Inc.
ATTN: Legal Department, DMCA
P.O. Box 339
Neptune, NJ 07754-0339

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Spectrotel, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If Customer receives a DMCA notification of alleged infringement and believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, Customer may send Spectrotel a counter notification. When we receive a counter notification that satisfies the requirements of the DMCA, Spectrotel will provide a copy of it to the person who sent the original infringement notification and will follow the DMCA's procedures with respect to received counter notifications. In all events, Customer expressly agrees that Spectrotel will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Customer may file counter notifications with Spectrotel using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Enforcement

Spectrotel, the third-party broadband providers whose services Spectrotel resells, and Spectrotel's subcontractors, suppliers, or vendors may, but are not required to, monitor your compliance with the terms, conditions, or policies of this Policy. Customer acknowledges that Spectrotel the third-party broadband providers whose services Spectrotel resells, and Spectrotel's subcontractors, suppliers, or vendors shall have the right, but not the obligation, to pre-screen, refuse, move, or remove any content available on the Service, including but not limited to, content that violates the law or this Policy. Spectrotel reserves the right, in our sole and absolute discretion, but do not have an obligation, to restrict, suspend or terminate your Service (or any portion thereof), with or without notice, if use of the Service by you or anyone using it, in our sole and absolute judgment, violates this Policy, appears to act unlawfully, or in such a way to adversely affect or threaten our network or service, suppliers, vendors, contractors, other users or employees, including but not limited to, prohibited uses or use that generates excessive Internet traffic or emails.

Contact Us

If you have questions about this Policy, you may contact support@spectrotel.com or your account manager. Please note that communications made to support@spectrotel.com or your account manager will not constitute legal notice to Spectrotel, its officers, employees, agents, or representatives.

Changes to These Terms

SPECTROTEL RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY, ALTER OR OTHERWISE UPDATE THIS POLICY AT ANY TIME AND SHALL NOTIFY CUSTOMER OF A CHANGE IN THIS POLICY THROUGH A MESSAGE ON ITS INVOICE TO THE CUSTOMER. SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON THE POSTING OF THE MODIFIED POLICY ON SPECTROTEL'S WEBSITE AFTER NOTIFICATION. WWW.SPECTROTEL.COM/AUP. BY USING THE SERVICE AFTER SPECTROTEL HAS POSTED NOTICE OF SUCH MODIFICATIONS, ALTERATIONS OR UPDATES, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THE REVISED ACCEPTABLE USE POLICY.

These terms are current as of 4/6/2022.