

Acceptable Use Policy

1. Introduction

Zayo Bandwidth, LLC ("Zayo") has adopted this Acceptable Use Policy (the "Policy") to define the scope of prohibited activities relating to the use of Zayo's services (the "Services") by customers of Zayo ("Customers") and by users that have gained access to the Services through Customer accounts ("Users"). By using the Services, you acknowledge that you and your Users are responsible for compliance with the Policy. Accordingly, you are responsible for violations of the Policy by any User that accesses the Services through your account. Although Zayo does not intend to control or monitor any User's online experience or the content of their online communications, Zayo reserves the right to edit or remove content that violates (or may violate) the Policy or that otherwise appears to be unlawful, harmful or offensive. The Policy applies to all aspects of the Services. For purposes of the Policy, Zayo includes Zayo Bandwidth and all of its affiliates (including direct and indirect subsidiaries and parents). "Zayo Network" includes, without limitation, Zayo's constructed or leased transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network. As used in this Policy, "you" refers to Customers, and any reference to "Users" is intended to encompass, as applicable, both Customers and their Users. This Policy is designed to assist in protecting the Zayo Network, the Service, Users and the Internet community as a whole from improper and/or illegal activity over the Internet, to improve Services and to improve Services offerings. In situations where data communications are carried across networks of other Internet Service Providers (ISPs), Users of the Zayo Network must also conform to the applicable acceptable use policies of such other ISPs.

2. Prohibited Uses

2.1 Illegal Activity. Zayo's Services shall at all times be used in compliance with all applicable laws. Accordingly, Zayo strictly prohibits the use of Services for the transmission, distribution, retrieval, or storage of any information, data or other material in violation of any applicable law or regulation (including, where applicable, any tariff or treaty). This prohibition includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory or otherwise unlawful.

2.2 Unauthorized Access/Interference. A User may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the

normal functioning, operation or security of, any portion of the Zayo Network. A User may not use the Services to engage in any activities that may interfere with the ability of others to access or use the Services or the Internet. A User may not use the Services to monitor any data, information or communications on any network or system without appropriate authorization. A User may not attempt to gain unauthorized access to the user accounts or passwords of other Users.

2.3 Unsolicited Commercial Email/Spamming/Mailbombing. Zayo's Services may not be used to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. In addition, Zayo prohibits the use of the Services for any "spamming" or "mailbombing" activities. Use of the service of another provider to send unsolicited commercial email, spam or mailbombs, to promote a site hosted on or connected to the Zayo Network, is similarly prohibited. Likewise, a User may not use the Services to collect responses from mass unsolicited e-mail messages. Zayo may in its sole discretion rely upon information obtained from anti-spamming organizations (including for example and without limitation spamhaus.org, spamcop.net, sorbs.net, and abuse.net) as evidence that a User is an active "spam operation" for purposes of taking remedial action under this Policy.

2.4 Spoofing/Fraud. Zayo prohibits Users from intentionally or negligently injecting false data into the Internet, for instance in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information. A User may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering a source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge or otherwise falsify a User's identity in connection with use of the Service is also prohibited.

2.5 USENET Postings. All postings to USENET groups must comply with that group's charter and other policies. Users are prohibited from cross posting to unrelated news groups or to any news groups where the post does not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited) is prohibited. Disrupting newsgroups with materials, postings or activities that are (as determined by Zayo in its sole discretion) frivolous, unlawful, obscene, threatening, abusive, libelous, hateful, excessive or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ or charter.

2.6 Miscellaneous Prohibited Activities. Zayo also prohibits Customers and Users from using the Zayo network for any of the following activities:

- 2.6.1** Intentionally transmitting files containing a computer virus or corrupted data;
- 2.6.2** Repeatedly exceeding any agreed upon bandwidth limitations on the Customer's account;
- 2.6.3** Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of Zayo's services;
- 2.6.4** Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to deliver unsolicited commercial email;
- 2.6.5** Any activity that disrupts, degrades, harms or threatens to harm the Zayo Network or the Service;
- 2.6.6** Any use of another party's electronic mail server to relay email without express permission from such other party;
- 2.6.7** Any other inappropriate activity or abuse of the Services (as determined by Zayo in its sole discretion), whether or not specifically listed in this Policy.

2.7 The prohibited activities set forth above are not an exhaustive list and Zayo reserves the right to take appropriate action to remedy any conduct which it deems to be a violation of this Policy or otherwise may be harmful to Zayo's Network, its Customers, or Internet users.

3. Zayo's Rights.

3.1 Suspension or Termination of Services. Zayo reserves the right to suspend and/or terminate a Customer's Services or a User's access to the Services in the event that a User engages in conduct which Zayo, in its sole discretion, determines is in violation of the Policy or is otherwise illegal or improper. Zayo generally will attempt to notify you of any activity which it deems to be in violation of the Policy and will request that you take whatever steps necessary to get the User to cease such activity; however, in cases where the operation of the Zayo Network is threatened or cases involving unsolicited commercial email/SPAM, a pattern of violations, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, suspected fraud in connection with the use of Service, harassment or copyright infringement, Zayo reserves the right to suspend or terminate your Services or the User's access to the Services without notification. In addition, Zayo may take any other appropriate action against you or a User for any violation of the Policy. Zayo also reserves the right to avail itself of the safe harbor provisions of the Digital Millennium Copyright Act. Zayo does not have any liability to any party, including you, for any violation of the Policy.

3.2 Cooperation with Investigations. Zayo will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity on the Zayo Network. Zayo reserves the right to disclose customer information to the extent authorized or required by federal or state law. In those instances involving child pornography, Zayo complies with all applicable federal and state laws including providing notice to the National Center for the Missing and Exploited Children or other designated agencies.

3.3 Filters and Service Information. Zayo reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Services. By accepting and using the Services, you consent to allowing us to collect service information and routing information in the normal course of our business, and to use such information for general business purposes.

3.4 Modifications to Policy. Zayo reserves the right to modify this Policy at any time with or without notice. We will attempt to notify Customers of any such modifications either via e-mail or by posting a revised version of the Policy on our Web site. Any such modifications shall be effective and applied prospectively from the date of posting.

4. Customer Responsibilities

4.1 Notice of Network Security Issues. Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. You agree immediately to notify Zayo of any unauthorized use of your account or any other breach of security known to you. If you become aware of any violation of this Policy by any person, including Users that have accessed the Service through your account, you are required to notify us. In addition, all Users of the Zayo Network are responsible for notifying Zayo immediately if they become aware of any other event that may negatively affect the Zayo Network, including but not limited to, any threatened "denial of service" attack, unauthorized access, or other security events.

4.2 Configuration. All Users of the Zayo Network are responsible for configuring their own systems to provide the maximum possible accountability. Zayo shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Zayo. For example, Users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly possible. As another example, Users should maintain logs of dynamically assigned IP

addresses. Users of the Zayo Network are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the User is responsible for re-configuring the system to stop the abuse.

4.3 Complaints. In most cases, we will notify our Customer(s) of complaints we receive regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. We may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.

5. Privacy

Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. Subject to our Online Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data or information transmitted via any server designated as "secure."

6. Additional Terms and Conditions

The use of the Zayo Network by a Customer of Zayo is subject to the terms and conditions of any agreements entered into by such Customer and Zayo. This Policy is incorporated into such agreements by reference.

7. Complaints and Contact Information

Any complaints, questions, or comments regarding this Policy, prohibited use or other abuse of the Zayo Network, should be sent to abuse@zayo.com. Please include all applicable information that will assist Zayo in investigating the complaint, including all applicable headers of forwarded messages. Sites experiencing live attacks from Zayo Customers should call 866-236-2824 to submit a complaint as quickly as possible. Please state the urgency of the situation should you need immediate attention.