

Acceptable Use Policy

By using Service(s) provided by Broadwire AI LLC (Broadwire), its affiliates or subsidiaries, you ("Customer") agree to comply with this Acceptable Use Policy (AUP). This AUP may be revised from time to time and your use of Broadwire's Service(s) after changes are posted on Broadwire's web site at <http://www.broadwire.us/aup.pdf> shall constitute your acceptance of any changed or additional terms.

Introduction

The Broadwire Acceptable Use Policy is designed to help protect Broadwire's assets, the assets of its Customers, and the Internet community, from irresponsible or illegal activities of Broadwire Customers and its Users. These activities may disrupt or degrade Broadwire Services, pose a threat to Broadwire's assets, expose Broadwire (or other providers of Services) to claims of civil or criminal liability or other legal sanctions. Moreover, because of various conventions used in the industry (including blocking, filtering and blacklisting) these activities may impair Broadwire's ability to interconnect with other providers of Service. These activities may relate to the content stored or transmitted by Customers or its Users or to the nature of the transmissions themselves such as sending large numbers of unsolicited messages (Spam).

Customers are responsible for avoiding the prohibited activities and strictly following the AUP terms set forth herein.

AUP Coverage

The Broadwire Acceptable Use Policy ("AUP") applies to the services that provide (or include) access to the Internet and services provided over the Internet (collectively "IP Services"). Customer is responsible for the actions of others who may be using the IP Service(s) under Customer's account. It is Customer's obligation to take whatever measures are necessary to protect access to Customer's account (e.g., to keep the access password secure). If a Customer or its User(s) violate the AUP, Broadwire may, depending on the nature and severity of the violation, suspend or terminate service, as specified below. Customer may have access through the Broadwire network(s) and Service(s) to search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP.

Broadwire is aware that some of its Customers are, themselves, providers of Internet based services, and that information reaching Broadwire network(s) or facilities from those Customers may have originated from the Broadwire Customer or from another third-party. Broadwire reserves the right to take action against Broadwire Customer and directly against such Customers' subscribers, even though the Broadwire's corrective action may affect other non-offending subscribers of the Broadwire Customer.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in Broadwire taking actions anywhere from a warning to a suspension of privileges or termination of your Service(s). Broadwire reserves the right, but does not assume the obligation, to strictly enforce the AUP. When feasible, Broadwire may provide Customer with notice of an AUP violation via e-mail or otherwise and demand that such violation is immediately corrected.

However, Broadwire reserves the right to act immediately and without notice to suspend or terminate IP Service(s) in response to a court order or other legal requirement that certain conduct should be stopped or when Broadwire determines, in its sole discretion, that the conduct may: (1) expose Broadwire to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of Broadwire's network(s) or facilities, (3) interfere with another person's use of Broadwire's IP Service(s) or the Internet, or (4) otherwise present a risk of harm to Broadwire or Broadwire Customers or other parties Broadwire interconnects with.

Broadwire's decisions with respect to interpretation of the AUP and appropriate remedial actions are final and determined by Broadwire in its sole discretion. Broadwire may refer potential violations of law(s) to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrongdoing, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Broadwire assumes no obligation to inform you that your information has been disclosed, and, in some cases, may be prohibited by law from providing such notice.

Broadwire does not, as an ordinary practice, proactively monitor the activities of those who use its IP Service(s) or exercise any editorial control over any material transmitted, hosted or posted using IP Services to ensure that its Customers comply with the

AUP and/or the law, although it reserves the right to do so. If Broadwire is alerted to violations or potential violations of this AUP, Broadwire will take whatever measures it deems necessary and appropriate to stop or prevent such violations including the actions described in this AUP. For example, Broadwire may in its sole discretion refuse to transmit, screen, or editing content prior to delivery of the IP Service(s), block access to certain categories of numbers or certain sites as Broadwire determines needed to enforce these policies.

If your Service is suspended or terminated for any AUP violation, you must get written approval from Broadwire (outside of the normal ordering process) prior to reactivating or ordering new service. In any case, Broadwire may, in its discretion, decline to reinstate your Service. If Broadwire approves you for reinstatement or new service, set-up fees, reactivation fees or deposits may apply. If Broadwire discovers that you have renewed Service, or ordered new Service, following termination for an AUP violation without the prior written consent of Broadwire, it may terminate your Service without further notice. In such case, you are responsible for any applicable early termination charges.

Broadwire will not issue any refunds, credits or other forms of compensation for the period when IP Service(s) have been suspended as a result of violation(s) or alleged violation(s) of this AUP.

Broadwire shall not be liable for any damages of any nature suffered by any Customer, User, or third party resulting in whole or in part from Broadwire's exercise of its rights under this AUP.

Prohibited Actions

Broadwire respects freedom of expression and believes it is a foundation of our free society to express differing points of view. Broadwire will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. Broadwire is committed at all times, however, to complying with the laws and regulations governing use of the Internet and e-mail transmissions and to preserving for all of its Customers the ability to use Broadwire's network and the Internet without interference or harassment from other users. Broadwire prohibits use of its IP Services in any way that is unlawful, interferes with use of Broadwire's network or the Internet, interferes in any way with the usage or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/E-mail/Usenet abuse, or presents security or privacy risks. Customer will not resell or provide Service(s) to unauthorized third parties, whether as part of a commercial enterprise or otherwise.

Customer is prohibited from engaging in any other activity, whether legal or not, that Broadwire determines in its sole discretion, to be harmful to its subscribers, operations, network(s). This includes any behavior deemed unacceptable by other ISPs, behavior which is in violation of generally acceptable practices or which causes Broadwire or the Broadwire IP Services to be viewed unfavorably by others.

Unlawful Activities

Broadwire IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, and provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Intellectual Property

You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through an Broadwire site or Service(s).

For more information about Broadwire's copyright protection practices under the Digital Millennium Copyright Act (DMCA) of 1998 please refer to <https://www.copyright.gov/dmca>.

Offensive or Threatening Material or Content

Broadwire IP Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, hateful, malicious, racist, fraudulent, deceptive, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to

Broadwire's network or to the network of any other IP Service provider. Customer shall not create or attempt to utilize a domain name that is fraudulent, indecent, offensive, deceptive, threatening, abusive or harassing.

Interaction with Minors

Broadwire has a zero tolerance policy regarding use of its Service to engage in inappropriate conduct with a minor (anyone under 18 years of age). You shall not knowingly collect or solicit personal information from a minor without the express consent of the parent or guardian of the minor, nor shall you use this Service to harm or intimidate a minor. Broadwire complies with all federal and state laws pertaining to the protection of minors, including the reporting of all apparent cases of child pornography or exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Spam/E-mail/Usenet Abuse

Violation of the CAN-SPAM Act of 2003, or any state or federal law regulating e-mail services, constitutes an automatic violation of this AUP and Broadwire reserves the right to seek damages and other available relief against Customer, as applicable.

Spam/E-mail/Usenet Abuse is prohibited on Broadwire IP Services. Examples of Spam/E-mail/Usenet Abuse include but are not limited to the following activities:

- Sending unsolicited electronic mail messages and "mail-bombing" (sending mass unsolicited e-mail messages to a single user, or group of users, commercial or otherwise, or deliberately sending very large attachments to one recipient) using IP Service(s) are prohibited.
- using another site's mail server to relay mail without the express permission of the site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- spamming, or sending unsolicited commercial e-mail, sending unsolicited electronic messages with petitions for signatures, or any chain mail related materials, or requests for charitable donations;;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Broadwire IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header.
- forging headers or identifiers in order to disguise the origin of e-mail;
- use of redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a single message, or messages to online forums or newsgroups, that could reasonably be expected to provoke complaints;
- posting messages to or canceling or superseding messages on an online forum or newsgroup in a manner that violates the rules of the forum or newsgroup or that contain forged header information.
- sending bulk electronic messages in quantities that exceed standard industry norms or that create the potential for disruption of the Broadwire network or of the networks with which Broadwire interconnects
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends

- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam;

Spam Damages: Because spam related damages are often difficult to quantify, in those cases where the actual damages cannot be reasonably calculated Broadwire reserves the right to seek from the Customer liquidated damages in the amount of five dollars (US\$5.00) for each piece of 'spam' or unsolicited bulk email transmitted from or otherwise connected with Customer's account, in addition to any other rights and remedies Broadwire may have in contract, law and equity.

Security Violations

It is Customer's responsibility to ensure the security of its network and the machines that connect to and use IP Service(s). You are responsible for configuring and securing your services to prevent damage to the Broadwire network and/or the disruption of Service(s) to other customers, and ensuring that your customers and users use the Service(s) in an appropriate manner.

Customer is required to take all necessary steps to manage the use of the IP Service(s) in such a manner that network abuse is prevented or minimized to the greatest extent possible. It is Customer's responsibility to take corrective actions on vulnerable or exploited systems to prevent continued abuse. Violations of system or network security are prohibited and may result in criminal and/or civil liability.

Broadwire IP Services may not be used to interfere with, to gain unauthorized access to, or otherwise violate the security of Broadwire's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of violations of system or network security include but are not limited to:

- intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses;
- hacking - attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others in order to obtain another user's account password or other personal information.
- using the IP Service(s) to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.), or engage in modem hi-jacking;
- using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; this would include use of sniffers or SNMP tools;
- falsifying packet header, sender, or User information whether in whole or in part to mask the identity of the sender, originator or point of origin; and
- knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the Broadwire IP Service(s) or using your account for the purpose of operating a server of any type;
- using manual or electronic means to avoid any use limitations placed on the Services;
- gaining unauthorized access to private networks;
- violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the IP Service(s).

Network Usage

Where an Broadwire Service account, service or feature description specifies limits on bandwidth, disk utilization, simultaneous connections, and/or aggregate data download or upload, use in excess of those limits is not permitted without an appropriate change in account type or status and may incur additional charges for such usage.

Bandwidth, disk utilization, simultaneous connections, and aggregate data downloads/uploads will be computed or determined by Broadwire from time to time in developing its product and service offerings. In the event Broadwire determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections, or reasonable session times, the account owner will generally be notified by E-mail. If the excess use continues after such notification, the owner may be requested to upgrade the type of account or to modify the activity creating the excess use, or the account may be terminated.

If excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or session length is determined to adversely affect Broadwire's ability to provide service, immediate action may be taken. The account owner may be notified by e-mail as soon as practical thereafter.

Customer Responsibilities

Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. Broadwire takes no responsibility and assumes no liability for any material created or accessible on or through the Broadwire network(s) using IP Service(s), or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity Customer (or its Users) may encounter. As the provider of IP Service(s), Broadwire is only a forum and is not liable for any statements, representations, or content provided by the users of IP Services in any public forum. Broadwire shall not be obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Broadwire becomes aware that any such material may violate this AUP, other applicable terms of use or contract provisions, and/or expose Broadwire to civil or criminal liability, Broadwire reserves the right to block access to such material and suspend or terminate the Service of any user creating, storing or disseminating such material. Broadwire further reserves the right to conduct investigations into fraud, violations of the Terms of Service, this AUP or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that Broadwire deems responsible for the wrongdoing.

Customer agrees to indemnify and hold Broadwire harmless from any claim, action, demand, loss, or damage (including attorneys' fees) made by any third party against Broadwire as a provider of the IP Service(s) arising out of or relating to any violation(s) of this AUP by Customer (or its Users).

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by a Broadwire Customer (or its User) should be directed to support@broadwire.us. Where possible, include details that would assist Broadwire in investigating and resolving such complaint (i.e. expanded headers and a copy of the offending transmission).

Revisions to the AUP

Broadwire reserves the right to modify its Acceptable Use Policy at any time, and effective when posted to Broadwire's web site (<http://www.broadwire.us/legal/aup.pdf>). Notice of any change to this AUP may also be provided to a Customer via electronic mail, if Customer subscribes to Broadwire's automated notification system regarding any AUP changes. It is your responsibility to notify Broadwire of any change of address. You must respond in a timely manner to complaints concerning misuse of the Service(s) obtained from Broadwire. Failure to responsibly manage the use of the Service(s) obtained from Broadwire may be cause for termination of Service(s) to you and, depending upon the terms under which you acquired your Service(s), could lead to the imposition of early termination fees.