

ACCEPTABLE USE POLICY

1. INTRODUCTION

Tower Cloud, Inc. and Uniti Fiber-PEG LLC are both referred to as "Uniti Fiber" for the remainder of this document. Uniti Fiber is committed to complying with the laws and regulations governing the use of any services provided to its customers. This Uniti Fiber Acceptable Use Policy ("AUP") is intended to protect security and stability of service by preventing unacceptable use of Uniti Fiber's network. All users ("Customers") of Uniti Fiber's bandwidth services (the "Services") must comply with this AUP. Any violation of this AUP may result in the suspension or termination of your access to the Services and/or your Uniti Fiber account or other actions as detailed in Section 3. This AUP should be read in conjunction with Uniti Fiber's applicable Service Agreements.

2. SCOPE OF THE AUP

This AUP applies to any Uniti Fiber services that provide or include bandwidth services, including but not limited to Ethernet services, wave services, and any services that provide access to the Internet (i.e. Dedicated Internet Access or DIA).

3. VIOLATIONS OF UNITI FIBER'S ACCEPTABLE USE POLICY

It is prohibited to use the Services in any way that is unlawful, harmful to or interferes with use of Uniti Fiber's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, constitutes Spam/Email/Usenet abuse, a security risk or a violation of privacy.

In addition to the general prohibitions above, the following constitute violations of this AUP:

- a. **Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder. In addition, the Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.
- b. **Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way, including publishing, posting uploading, downloading, sending, receiving, copying or otherwise distributing or storing child pornography.
- c. **Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another, including to host, post, transmit, or re-transmit any content or material that threatens the health or safety of others.
- e. **Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. **Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. **Unsolicited commercial email/Unsolicited bulk email.** Using the Services in violation of the CAN-SPAM Act of 2003, or any other similar applicable law, including to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are also prohibited.
- h. **Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Uniti Fiber's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

i. **Copyright or trademark infringement.** Using the Services to publish, submit, receive, upload, download, post, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material that infringes, misappropriates or otherwise violates any copyright, trademark, patent, trade secret, right of privacy, right of publicity or other proprietary/intellectual property rights of any individual, group or entity, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

j. **Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. **Network disruptions and unfriendly activity.** Using the Services for any activity which adversely affects the ability of other people or systems to use Uniti Fiber Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Customer's responsibility to ensure that its network is configured in a secure manner. A Customer may not, through action or inaction, allow others to use its network for illegal or inappropriate actions. A Customer may not permit its network, through action or inaction, to be configured in such a way that gives a third party the capability to use the network in an illegal or inappropriate manner.

l. **Other guidelines.** Failure to adhere to the rules, guidelines or agreements applicable to any search engines, subscription Web services, chat areas, bulletin boards, Web pages USENET, applications or other services that are accessed via the Services is a violation of this AUP.

4. CUSTOMER RESPONSIBILITIES

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use the Services. Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded, uploaded, created, accessed or transmitted using the Services. Uniti Fiber has no responsibility for any material/content created using the Services. Ultimately, Customers are responsible for taking prompt corrective action(s) to remedy a violation of this AUP and to help prevent similar future violations.

5. REPORTING VIOLATIONS OF UNITI FIBER'S AUP

Uniti Fiber requests that anyone who believes that there is a violation of this AUP direct the information to Uniti Fiber at: abuse@unitifiber.com. If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation
- Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

6. ENFORCEMENT

Uniti Fiber may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Customer's Service
- terminate the Customer's Service
- bill the Customer for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

7. REVISIONS TO THIS ACCEPTABLE USE POLICY

Uniti Fiber reserves the right to revise, amend, or modify this AUP, at any time.