

ACCEPTABLE USE POLICY

The following acceptable use policy (“AUP”) is a legal agreement between you and BCN Telecom, Inc. (hereinafter “BCN”). The terms “we,” “us” and “our” refer to BCN. The AUP works in conjunction with the Terms and Conditions found on our website or the Master Services Agreement if executed by the parties (collectively the “MSA”), as applicable, and any other agreements or additional terms and conditions between BCN and you and governs your use of any and all of BCN’s website and links found therein, equipment and/or services (collectively the “Service”). If you do not agree to all of the terms of the AUP, then please immediately stop utilizing the Service and notify BCN to terminate your account.

Acceptable Use Policy: You agree not to do the following or permit others to do the following: (a) utilize the Service for any illegal, fraudulent, objectionable and/or unauthorized manner; (b) resell, rent, lease, or otherwise redistribute the Service; (c) interfere with our Service; (d) receive or transmit viruses; or (d) use a false identity. We reserve the sole and absolute right to deny, restrict or immediately suspend or terminate your Service if the use of the Service by you, or anyone having access to or using the Service, violates our AUP, is objectionable, unlawful, and/or interferes with the functioning of the Service or the networks of our network providers, subcontractors, suppliers and/or vendors.

Examples of AUP Violations. The following, without limitation, include examples of conduct which may lead to a restriction or termination of your Service under the AUP. Without limiting the general policy in the prior paragraph, it is a violation of the AUP 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 us, our network providers, subcontractors, suppliers or vendors, or any other entity; (c) to penetrate or attempt to penetrate the security measures of us or our network providers, 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) resell or attempting to resell the Service; (m) disrupting or attempting to disrupt the Service; (m) violates or attempts to violate our copyright infringement policy found below; (n) violates any policies in any agreements between the parties, on our website or on links on our website; or (p) utilize auto-dialers or other automated call generator technologies.

Additional User Responsibilities. You acknowledge and agree that you are solely responsible for all use of the Service (including without limitation the use of any assigned IP addresses and/or any secondary or sub-accounts associated with a primary account) and the manner in which you or anyone with access uses the Service, with or without your permission. If you use a wireless router or similar device, you are responsible for securing your wireless network and for any use of the Service via your wireless network. You may not allow third parties to use the Service via wired, wireless or other means outside of your facility. For example, without limitation, you may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot) outside of your facility. You may connect multiple computers/devices within a single office location to your Service router to access the Service, but only through a single account and the IP address(es) obtained from BCN, and only for use by you.

Copyright Infringement Policy. Neither you nor anyone using the Service may store any material or use our systems or servers (or systems or servers of our network providers, subcontractors, suppliers or vendors) in any manner that

constitutes an infringement of any intellectual property rights of us, our network providers, subcontractors, suppliers or vendors, or any other third party, including under U.S. copyright law. You understand and agree that any and all use of the Service is subject to such measures (including without limitation suspension and/or termination of Service) as we may, but are not required to, implement in our discretion from time-to-time to ensure compliance with intellectual property rights, U.S. copyright law, and other applicable laws. These policies are in addition to and do not affect or modify any other rights we or our network providers, subcontractors, suppliers, or vendors may have under law or contract. If you believe that copyrighted material has been used in violation of this AUP or otherwise been made available using the Service in a manner that is not authorized by the copyright owner, its agent or the law, please contact us as follows:

Notifications must be sent to: BCN Telecom, Inc., Attn: Legal Department, 1200 Mount Kemble Avenue, Morristown, New Jersey 07960.

Notifications must be in writing and contain: (a) your handwritten or electronic signature; (b) identify the copyrighted work; (c) identify the allegedly infringing material; (d) your contact information, including name, address, telephone and, if available, e-mail; (e) a statement that as either the copyright holder or its agent you have a good faith belief that use of the allegedly infringing material is not authorized; and (f) a statement that the information in your notice is accurate and that, under penalty of perjury, you are either the owner or are authorized to act on behalf of the owner of the material that is allegedly infringed.

Upon receiving notification in conformance with all of the information required above, BCN may, but is not required to, notify you, the underlying network provider or any other interested party in accordance with applicable laws.

Third-Party Services. You agree to comply with the terms of service or use that apply to any third-party websites or other third-party services that you access on the Internet and agree that the third-party provider of such website or services (and not us) is solely responsible for the delivery of its website or other services(s) to you and your use of them. Third-party services include, but are not limited to, newsgroup, chatroom, portal, music, video, auction, security, financial, gaming, storage and/or photography services.

Disclosure. We reserve the right to disclose information about your account and your use of the Service pursuant to the terms found in the privacy policy on our website. We may also provide information about your account, usage of Service and monitoring of the network consistent with applicable law. Additionally, we may report any facts or circumstances reported to us, or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any appropriate information including the identity of users, account information, images and other facts to law enforcement and the National Center for Missing and Exploited Children.

Enforcement. We and our network providers, subcontractors, suppliers, or vendors may, but are not required to, monitor your compliance, and the compliance of other subscribers and users, with the terms, conditions, or policies of this AUP. You acknowledge that we and our network providers, 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 AUP. We reserve 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 AUP, 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, use prohibited or that generates excessive Internet traffic or emails.

Modifications. You can review the most current version of the AUP at any time on this page. We reserve the right to update, modify, alter, replace, and/or discontinue, whether temporarily or permanently, any part of this AUP, with or without prior notice, by posting updates and/or changes to our website. It is your responsibility to check this webpage periodically for changes. Your continued use of or access to the website, equipment and/or services following the posting of any changes constitutes acceptance of those changes. In addition, we shall not be held liable

to you or to any third party for any such update, alteration, modification, replacement, suspension and/or discontinuance of the AUP, or any part thereof.