



Acceptable Use Policy for Commercial Services

Introduction.

Please read this Acceptable Use Policy for Commercial Services (“AUP”) carefully. RCN Business offers a variety of communications services (“Services”) to its commercial and governmental customers. Your use of RCN Business’s Services constitutes your acceptance of and agreement to comply with the provisions of this AUP to the extent its provisions are applicable to the Services you use. You are responsible for ensuring that all users of Services comply with this AUP. This AUP applies to your use of Services in addition to and in conjunction with the provisions of any Master Services Agreement, Service Order, Standard Terms and Conditions for Enterprise Services, Small Business Services Subscriber Agreement, IRU Agreement, Standard Terms and Conditions for Commercial Bulk Video Services or other contract documents you have entered into with Wave (collectively, your “Contract”). To the extent the provisions of this AUP conflict with any provisions of your Contract, the provisions of your Contract control.

Potential Consequences of Violating this AUP.

Although RCN Business does not normally monitor, screen or otherwise access the content of data transmitted using any Service, RCN Business reserves the right to do so at any time for reasonable network management purposes, to identify violations of this AUP, and to cooperate with law enforcement activities. RCN Business reserves the right, in its sole discretion, to (i) remove or block any traffic which RCN Business determines is illegal, deceptive, harmful, offensive or otherwise in violation of this AUP, and/or (ii) suspend or terminate your Services without notice and without liability to RCN Business if a violation of this AUP occurs through your Services. Any violation by you of this AUP grants RCN Business permission to take action to restrict or terminate your access to and use of Services. You agree to indemnify, defend and hold RCN Business and its affiliates, suppliers, and agents harmless from and against all claims and expenses (including reasonable attorneys’ fees and costs) resulting from your violation of this AUP. Your indemnification obligations will survive any termination of Service. RCN Business’s failure to enforce this AUP in any one or more instances does not constitute a waiver of RCN Business’s right to enforce this AUP at any time in the future.

Prohibited Activities.

Prohibited uses of Services include, but are not limited to, the following:

- (1) Illegal or Unlawful Use. Using Services to engage in, undertake, accomplish, instigate, encourage or further any illegal or unlawful purpose or activity. This includes any and all illegal or unlawful purposes and activities that are not expressly described elsewhere in this AUP.
- (2) Making Robocalls or Robotexts. Using Services to make, attempt to make, or facilitate the making of unauthorized robocalls and/or robotexts.
- (3) Unauthorized Hacking. Using Services to perform, attempt to perform, encourage or enable unauthorized hacking of any kind. This includes, but is not limited to: (i) breaching or circumventing the network security system of any host, network, server, database or user account, whether on RCN Business’s network or on another carrier’s network, without permission; (ii) initiating, performing, participating in or assisting in the performance of denial of service or DDoS attacks; (iii) using or distributing tools designed to

circumvent or compromise network security, such as ransomware, spyware, malware, password cracking or network probing algorithms or analyzers, encryption circumvention devices, or Trojan Horse programs.

(4) Fraudulent Activity. Using Services to engage in, commit, encourage or further fraudulent activities or other deceptive practices. This includes, but is not limited to, identity theft, credit card fraud, forgery, or impersonation of any person or entity.

(5) Violating Intellectual Property Rights. Using Services in a manner that violates the intellectual property rights of RCN Business or of any third party. This includes, but is not limited to, (i) modifying, disassembling, decompiling, preparing derivative works of, reverse engineering or otherwise attempting to gain access to the source code of any of the software components of your Services, (ii) using the software components of your Services for the development, production or marketing of a service or product substantially similar to your Services, or (iii) transmitting, reproducing, or distributing information, data, software or other material that is protected by copyright, trademark, patent, trade secret or other proprietary rights laws, rules or regulations without obtaining permission of the owner.

(6) Privacy Violations. Using Services in a manner that violates the privacy of others. This includes, but is not limited to, collecting (or attempting to collect) or disseminating personal information about third parties without their consent.

(7) Offensive or Objectionable Use. Using Services in a manner that a reasonable person could deem to be offensive or objectionable, regardless of whether or not the use is lawful. This includes, but is not limited to, using Services to: (i) harass, annoy, or threaten others; (ii) transmit or disseminate material which a reasonable person could deem to be objectionable, defamatory, offensive, indecent, vulgar, hateful or otherwise inappropriate; or (iii) send or collect responses from unsolicited bulk communications (e.g., "spam").

(8) Causing Network Performance Degradation. Using Services in a manner that causes (or is likely to cause) performance degradation of RCN Business's network and/or inhibits, interferes with or impedes other authorized users of RCN Business's network from making normal and reasonable use of their Services. This includes, but is not limited to, the generation of excessive levels of network traffic, regardless of intent, purpose or knowledge.

(9) Unauthorized Resale. Unauthorized resale of Services. Unless you are an authorized wholesale partner of RCN Business, RCN Business's commercial Services are exclusively for your internal business use and may not be re-sold or otherwise distributed outside your organization. If you desire to re-sell RCN Business's Services, please contact RCN Business's Wholesale team about becoming an authorized wholesale partner.

(10) Violating Other Provider's Policies. Using Services in a manner that violates the rules, regulations, or policies established by or applicable to any non-RCN Business network, server, database, or website that you access using RCN Business's Services.

Security.

As a user of Services, it is your responsibility to secure your network from external threats such as DDoS attacks, ransomware, viruses, worms and other methods of unauthorized intrusion. In all cases, you are solely responsible for the security of any device you choose to connect to Service, including any data stored or shared on that device. You are responsible for any misuse of Services, even if the misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not gain unauthorized access to Services or use Services in an unauthorized manner.

Digital Millennium Copyright Act.

RCN Business is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. RCN Business's policy regarding the DMCA, including instructions for reporting alleged infringement, is located on the RCN Business website at the following link:

<https://www.rcn.com/business/policies-and-disclaimers/dmca-policy-procedure/>

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