

Acceptable Use Policy

Enterprise Services

Charter Communications Operating, LLC and its respective affiliates and subsidiaries providing enterprise services ("Spectrum Business") has created this Acceptable Use Policy ("AUP") applicable to Dedicated Fiber Internet, Secure Dedicated Fiber Internet, Enterprise Internet and Wireless Internet Service, collectively the "Internet Services". In order to provide high quality customer service and to ensure the integrity, security, reliability, and privacy of the Internet Services, this AUP applies, along with the terms of service governing the Customer's use of Internet Services and related services ("TOS"), to specify use restrictions applicable to users of the service. Customer recognizes and agrees that the then-current version of the AUP, to be maintained by Spectrum Business and posted on the Spectrum Business for Enterprise Services website, will supersede all previous versions of this document and Customer's continued use of Internet Services will constitute Customer's acceptance of this AUP as may be amended.

BY USING THE INTERNET SERVICES, CUSTOMER AGREES TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICE TO ABIDE BY, THE TERMS OF THIS AUP AND ASSOCIATED TOS. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF THE SERVICE.

1. USE. The Internet Services are designed solely for use in Customer's business. Customer is responsible for any misuse of the Internet Services that occurs through Customer's account, whether by an employee of Customer's business or an authorized or unauthorized third-party. Customer is responsible for any and all email addresses associated with Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Internet Services. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Internet Services, including any data stored or shared on that device and (ii) any access point of the Internet Services. If Customer sells or resells advertising or webspace to a third party, then Customer will be responsible for the content of such advertising or on such webspace and the actions of such third party. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Internet Services in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service. Spectrum Business reserves the right to disconnect or reclassify the Internet Services to a higher grade or to immediately suspend or terminate the Internet Services for failure to comply with any portion of this AUP, without prior notice.

2. PROHIBITED ACTIVITIES USING THE SYSTEM, NETWORK, AND INTERNET SERVICES. Any activity or use of the Internet Services which violates system or network security, or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

- a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, relay communication through a resource, or to breach security or authentication measures without express authorization of the owner of the system or network.
- b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.

- c. Interference with service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
- d. Forging the header of any transmitted information packet, email, or Usenet posting.
- e. Modifying or tampering with any hardware, software, or configuration provided by Spectrum Business including but not limited to: routers, switches, access points, wireless gateways, security devices, and cable modem configuration files.
- f. Disrupting any aspect of the Internet Services through any means.
- g. Assuming or assigning a Spectrum Business IP address that was not allocated to the user by Spectrum Business or its network - all Internet Services users are subject to IP address assignment as determined by Spectrum Business.
- h. Running any type of server on Spectrum Business' system that is intentionally used to disrupt other users of the Internet Services or users of the Internet in general.

3. NO ILLEGAL OR FRAUDULENT USE. The Internet Services may be used only for lawful purposes. Customer will not use or allow others to use the Internet Services in any manner that is in violation of any applicable federal, state, local, or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Internet Services to impersonate a person or entity is not permitted.

4. NO SPAM. Users may not send any unsolicited bulk email or electronic communication including, but not limited to, instant messenger programs, Usenet, etc. that promotes or advertises a cause, opinion, money making opportunity, or the like that the recipient did not specifically request from the sender ("Spam"). All commercial email messaging must comply with the Federal, State, and Local law, such as the CAN-SPAM Act (See: <https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>). These communications do not necessarily have to pass through the Internet Services' email infrastructure - it only needs to originate from an Internet Services user.

Spectrum Business maintains a zero-tolerance policy on Spam for all of its Internet Services and may take immediate action against users violating this AUP. Spectrum Business reserves the right to impose certain limitations on use of the Internet Services' email.

The Internet Services may not be used to collect responses from unsolicited communication regardless of the communication's origination. Moreover, unsolicited communication may not direct the recipient to any website or other resource that uses the Internet Services and the User may not reference the Internet Services in the header or by listing an IP address that is associated with the Internet Services in any unsolicited communication even if that communication is not sent through the Internet Services or its infrastructure.

Users may not send any type of communication to any individual who has indicated that they do not wish to receive messages from them. Continuing to send email messages to anyone who has expressly requested not to receive email from a user is considered to be harassment. Customer is responsible for maintaining confirmed opt-in records and must provide them to Spectrum Business upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

5. NO SYSTEM DISRUPTION. Customer will not use, or allow others to use, the Internet Services to disrupt, degrade, and/or otherwise adversely affect Spectrum Business' network or computer equipment owned by Spectrum Business or other Spectrum Business customers.
6. SECURITY/ABUSABLE RESOURCES. User is solely responsible for the security of any device connected to the Internet Services, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abusable resources include but are not limited to: open news servers, open SMTP servers, insecure routers, wireless access, and insecure proxy servers. Upon notification from Spectrum Business, users are required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.
7. NO "HACKING". Customer will not use, nor allow others to use, the Internet Services to access the accounts of others or to attempt to penetrate security measures of the Internet Services or other computer systems ("hacking") or to cause a disruption of the Internet Services to other online users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.
8. NETWORK MANAGEMENT. Spectrum Business utilizes as necessary a variety of reasonable network management practices consistent with industry standards to ensure that all of its Customers have a high-quality online experience. These practices are undertaken without regard to the source, destination, content, application, and/or service, and are designed to protect Customers from activities that can unreasonably burden our network or compromise security. Spectrum Business' online network is a bidirectional network, the proper management of which is essential to promote the use and enjoyment of the Internet by all of our Customers. Spectrum Business monitors its network and attempts to address projected demand for capacity, taking reasonable steps to expand capacity, as necessary. Refer to Spectrum Business Network Management Practices for more information.
9. VIRUSES. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses including but not limited to worms, "Trojan horses", denial of service attacks, and/or bots. Spectrum Business will take appropriate (as determined in Spectrum Business' sole discretion) action against users infected with computer viruses or worms to prevent further spread.

10. ENFORCEMENT. Spectrum Business reserves the right to investigate violations of this AUP, including the gathering of information from the Customer or other users involved and the complaining party, if any, and the examination of material on Spectrum Business' servers and network. Spectrum Business prefers to advise users of AUP violations and any necessary corrective action, but if Spectrum Business, in its sole discretion, determines that a user has violated the AUP, Spectrum Business will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, service restrictions, and termination of service. Spectrum Business is not liable for any such responsive action and these actions are not exclusive. Spectrum Business may take any other legal or technical action it deems appropriate.

11. NO WAIVER. The failure by Spectrum Business or its affiliates to enforce any provision of this AUP at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

12. REVISION TO AUP. Spectrum Business reserves the right to update or modify this AUP at any time and from time to time with or without prior notice. Continued use of the Internet Services will be deemed acknowledgment and acceptance of this AUP. Notice of modifications to this AUP may be given by posting such changes to the Spectrum Business Acceptable Use Policy for Enterprise Services found at <https://enterprise.spectrum.com/>, by email or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit Spectrum Business's website and review this AUP to ensure that their activities conform to the most recent version. In the event of a conflict between any customer or customer agreement and this AUP, the terms of this AUP will govern. Questions regarding this AUP should be directed to aupquestions@charter.com. Complaints of violations of it by Spectrum Business customers can be directed to abuse@spectrum.com.

SPECTRUM BUSINESS RESERVES THE RIGHT, AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF THE INTERNET SERVICES WITHOUT NOTICE IF SUCH USE VIOLATES THE AUP, INFRINGES UPON SPECTRUM BUSINESS' OR A THIRD PARTY'S RIGHTS, IS UNLAWFUL, INTERFERES WITH SPECTRUM BUSINESS' SYSTEMS OR NETWORK OR THE INTERNET CONNECTIVITY OR OTHERS' USE OF THE INTERNET SERVICES.