

Acceptable Use Policy

All Users of Zayo Education's Services are bound by and must comply with this Acceptable Use Policy ("AUP"). Account Holders are additionally responsible for ensuring that Users who access the Services through the Account Holder's account are aware of and comply with this AUP.

Definitions

"Account Holder" means an entity or individual who has established an account for Zayo Education Services.

"AUP" means this Acceptable Use Policy, as it may be amended from time to time as described below.

"Zayo Education" means Zayo Education, Inc. together with any of its subsidiaries, parent companies, trade names or affiliates.

"Services" means the broadband, W-Fi/LAN, voice, security, hosted/cloud computing or other services provided to you by Zayo Education (either directly or indirectly through a third party vendor) through which you have access to or utilize any network or systems operated by or on behalf of Zayo Education or its third party providers.

"Users" or **"You"** or similar terms means (i) the Account Holder, and (ii) each individual who gains access to the Services through the Account Holder's account.

General

This AUP describes how you must use and what you cannot do with the Services. For the most part, simply exercising good judgment and common sense while using the Services should enable Users to comply with this AUP.

As a condition of use, Users promise not to use the Services for any purpose that is prohibited by this AUP. Users are responsible for all of Users' activity in connection with the Services and the activity of any sub-user that uses Users' access code or Account. Users shall not use any method to circumvent the provisions of this AUP. **INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AUP BY YOU, AND ACTUAL AND ATTEMPTED VIOLATIONS OF THIS AUP BY A THIRD PARTY ON YOUR BEHALF, SHALL BE CONSIDERED VIOLATIONS OF THIS AUP BY YOU.** Zayo Education will not, as an

ordinary practice, proactively monitor the activities of its Users to ensure that its Users comply with this AUP and/or the law. If Zayo Education is alerted to a possible violation of this AUP, Zayo Education will take whatever measures it deems necessary to stop or prevent those violations, including the actions described in this AUP.

The items discussed in this AUP are intended merely to serve as guidelines regarding appropriate and inappropriate conduct, but these items are not intended to be exhaustive nor should they be interpreted as such. Zayo Education reserves the sole and absolute right to determine whether a violation has occurred.

Amendments and Access

Zayo Education may change this AUP from time to time by posting the updated version of this AUP to this url or otherwise providing notice to you. If you do not agree with the change you must stop using the Services. If you continue to use the Services following a change to this AUP you will be deemed to have accepted the change. To receive notification of AUP updates, subscribe your e-mail address to the **AUP List** at <http://lists.ena.com/mailman/listinfo/aup-updates>.

Agreed Use of Services

You shall not obtain Services in excess of those for which the Account Holder contract with Zayo Education. Users shall use only those numbering resources (such as IP addresses, phone numbers, etc.) that are assigned to them by Zayo Education, and shall not use any numbering resources outside of their assigned range. Users shall not use any mechanism to exceed the amount of resources assigned to them through the Services, or to conceal such activities.

General Prohibitions

Users shall not transmit, distribute, post, store, link, or otherwise traffic in Content, information, software, or materials on or through the Service that (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, contains or depicts pornography that is unlawful, or is otherwise inappropriate as determined by Zayo Education in its sole discretion, (ii) constitutes unauthorized or unsolicited advertising, (iii) impersonates any person or entity, or (iv) includes anyone's identification documents or sensitive financial information.

Users shall not: (i) take any action that imposes or may impose (as determined by Zayo Education in its sole discretion) an unreasonable or disproportionately large load on Zayo Education's (or Zayo Education's third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures Zayo Education may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) send or otherwise distribute unsolicited bulk or commercial messages in any form ("spam") on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page or website; (vi) harvest or scrape any other content or information from the Services; or (vii) otherwise take any action in violation of Zayo Education's guidelines and policies, as may be communicated from time to time.

Users shall not: (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that Users receive hereunder. Users shall abide by all applicable local, state, federal and international law, order, or regulation.

Users must comply with, and refrain from violations of, any right of any other person, entity, law, or contractual duty, including without limitation the laws of the United States and the laws of the State where Zayo Education Service is provided (or the laws that are applicable to Zayo Education or to any User), and including without limitation those laws forbidding: (a) distribution of child pornography, (b) forgery, identity theft, misdirection or interference with electronic communications, (c) invasion of privacy, (d) unlawful sending of commercial electronic messages or other marketing or electronic communications, (e) collection of excessive user data from children, or other improper data collection activities, (f) securities violations, wire fraud, money laundering, or terrorist activities, or (g) false advertising, propagating or profiting from frauds and unfair schemes. Users will also comply with the affirmative requirements of law governing use of the Services, including but not limited to: (i) disclosure requirements, including those regarding notification of security breaches, (ii) records maintenance for regulated industries, and (iii) financial institution safeguards.

A User may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any network, system,

computing facility, equipment, data, or information. A User may not use the Services to engage in any activities that may interfere with the ability of others to access or use the Services or any other networks or systems. A User may not use the Services to monitor any data, information, or communications on any network or system without authorization. A User may not attempt to gain unauthorized access to the user accounts or passwords of any third party. For further clarification, any activity that might be a precursor to any such activity (i.e. port scans, stealth scans, or other information gathering activities) is also prohibited.

Users may not use the Services to distribute, receive communications or data gleaned from, or execute any action directed by any type of injurious code, including but not limited to: (i) trojans, (ii) key loggers, (iii) viruses, (iv) malware, (v) botnets, (vi) denial of service attacks, (vii) flood or mail bombs, (viii) logic bombs, or (ix) other actions which Zayo Education reserves the sole right to determine to be malicious in intent.

User understands that Zayo Education is an online service provider pursuant to Title II of the Digital Millennium Copyright Act (17 USC §§ 512). Should Zayo Education receive written notice from a copyright holder that you have infringed on their rights, we will follow the administrative procedures prescribed therein. Actions that Zayo Education may take include requesting you to take down such copyrighted material all the way up to disconnecting your service should you not resolve the issue expeditiously.

Notwithstanding the foregoing, use of the Services in connection with any of the following activities is prohibited:

1. Any activity that Zayo Education, in its sole discretion, determines to be harmful to its customers, operations, reputation or goodwill.
2. Any illegal activity, whether or not specifically listed in this AUP.
3. Any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not specifically listed in this AUP.

No High Risk Use

The Services are not fault-tolerant and are not guaranteed to be error free or operate uninterrupted. The Services shall not be used in any application or situation where failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

Prohibited Communications

You may not use the Services to distribute email, instant messages, text messages or other electronic communications in an unacceptable or illegal manner. For example, You may not:

1. send unsolicited commercial or unsolicited bulk e-mail messages or other electronic communications in any form
2. impersonate someone else or falsify message, IP or phone number information;
3. collect responses from mass unsolicited or commercial e-mail messages or other electronic communications in any form;
4. “mail bomb”, i.e. sending (i) excessively large volumes of e-mail messages, or (ii) e-mail messages with excessively large file attachments to a recipient, where a purpose or likely result of the activity is to impede, interfere with or otherwise negatively affect the ability of any third party to use the Internet or to conduct business over the Internet or to negatively affect the operation of any web **site**, host or network;
5. facilitate SMTP relays or similar relays to or from a third party’s electronic mail server, unless previous authorization has been obtained from the owner of the remote system;
6. host websites, offering services that support spamming or mail bombing or that cause or may, in Zayo Education’s opinion, cause any IP address or range of IP addresses assigned to Zayo Education to be listed in any spam database or blacklist.

Voice Services

Users of Zayo Education’s Voice over IP (VoIP) and related services shall not use the Services for auto-dialing applications, including school notification systems, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial or educational institution calling patterns. Customer must comply with the federal Telephone Consumer Protection Act and other laws or regulations pertaining to “do not call” lists or registries. Additionally, Users shall not re-classify or re-originate traffic or take any other action to make traffic appear as if it (i) is anything other than the type of traffic delivered to Customer (including but not limited to making TDM originated traffic appear to be IP originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; nor shall Users modify, alter or delete in any manner

calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party.

Cloud Computing and Data Center Services

Users shall take all commercially reasonable precautions to ensure that their physical and/or virtual servers do not become compromised. A compromised server is one that has been accessed or manipulated by any third party not authorized by the User or Zayo Education. As a compromised server is potentially disruptive to the Zayo Education services platform and the Zayo Education network, and therefore to other Zayo Education customers. Zayo Education, at its sole discretion, may remove or disable access to any Services that violate this policy. Zayo Education will take every effort, but does not assume the obligation, to notify the affected User in a timely manner prior to suspending Services. The Services will continue to remain offline and all access to and use of the server will continue to be suspended until the issue is resolved to Zayo Education's satisfaction. Notwithstanding the foregoing, where a compromised server is actively attacking other infrastructure components or networks or otherwise disrupting the Zayo Education cloud computing platform, Zayo Education network, and/or other Zayo Education customers, Zayo Education reserves the right to act to protect the integrity of its infrastructure and will suspend or permanently terminate access to and use of such compromised server immediately without prior notice to customer.

Security

You are entirely responsible for maintaining the confidentiality of your password and account information, as well as the security of your network. You must adopt adequate security measures to prevent unauthorized use of your network or account. It is your responsibility to ensure that your network is configured in a secure manner, and you may not permit your network, through action or inaction, to be configured in such a way that a third party may use your network in an illegal or inappropriate manner. You agree immediately to notify us of any unauthorized use of your account or any other breach of security known to you. Should any of your systems be violated, you are responsible for reporting the violation and then fixing the exploited system. You are responsible for any misuse of your account, even if a friend, family member, guest, employee or other person committed the inappropriate activity.

Third Party Rights

Users are responsible for obtaining and maintaining any necessary licenses for third party software installed on or otherwise utilized with Zayo Education Services. Users may not use the Services in violation of the copyrights, trademarks, patents or trade secrets of third parties, nor shall they utilize the Services to publish such materials in a manner that would expose them to public view in violation of the law. You must report to Zayo Education in writing any suspected counterfeiting, piracy or other intellectual property infringement as soon as You become aware of it.

Third Party Policies

The Services may incorporate or utilize third party providers, which have additional terms of use or restrictions. Your use of such third party services is governed by the terms of such agreements in addition to this AUP when applicable. Users shall not violate any rules, regulations or policies applicable to any network, server, website, computer database, or internet service provider that are accessed through the Services.

Enforcement and Disclosure

If you engage in conduct while using the Services that is in violation of this AUP or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate the Services or one or more Users' access to the Services. In most cases, we will attempt to notify you of any such activity and request that the You cease such activity; however, we reserve the right to suspend your Services or a User's access to the Service without notification. In addition, we may take any other appropriate action, legal or otherwise, against a User for violations of this AUP, which may include termination of the Services. We do not make any promise, nor do we have any obligation, to monitor or police activity occurring via the Services and will have no liability to any party, including you, for any violation of AUP. In addition to suspending or terminating Services or User accounts, we may also take any other action that we deem appropriate in response to a violation of this AUP, and nothing in this AUP shall be deemed as a waiver of any other remedy that we may have in law or in equity.

Zayo Education also reserves the right to access, read, preserve, and disclose any information as Zayo Education reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this AUP, including investigation of potential violations hereof, (iii) detect, prevent, or

otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Zayo Education, Zayo Education's users and the public.

Violations

If you become aware of any violation of this AUP by any person, including Users that have accessed the Services through your account, please notify us immediately via email at abuse@ena.com. You agree to promptly investigate all such complaints and take all necessary actions to remedy any actual violations of this AUP. We may identify to the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. We reserve the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this AUP, including devices designed to filter or terminate access to the Services provided by us. You agree to cooperate with Zayo Education (and its third party providers) in investigating and/or enforcing any such violations of this AUP.

Complaints

Complaints about violations of this AUP should be directed to abuse@ena.com. Complaints should contain as much supporting information as possible, including (if available):

- All available header or IP information.
- The date and time of the alleged violation including the time zone or offset from GMT.
- Evidence of the alleged violation.
- Valid contact information for the complaining party so that we may request clarification or further details.