



KUDUCOM ACCEPTABLE USE POLICY

FOR Internet SERVICES

Tampa Bay DSL, Inc DBA KUDUCOM ("ISP") has adopted this Acceptable Use Policy ("AUP") to outline the acceptable use of ISP's Internet Service ("Internet Service").

You, the customer, must comply with this AUP. Your failure to do so could result in the suspension or termination of your Internet Service account. If you do not agree to comply with this AUP, you must immediately stop all use of the Internet Service and notify ISP so that it can close your account.

ISP may revise this AUP from time to time by posting a new version on its website at www.kuducom.com/aup/Customer (the "ISP website"). ISP will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending e-mail announcements or posting information on the ISP website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the ISP Internet Service should read any ISP announcements they receive and regularly visit the ISP web site and review this AUP to ensure that their activities conform to the most recent version. If you have questions regarding this AUP, or to report violations of it, you can contact ISP at [support@kuducom.com].

I. Prohibited Uses and Activities

In general, this AUP prohibits uses and activities involving the Internet Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Internet Service by others.

A. Network and Usage Restrictions

No user of the Internet Service, Customer Equipment, or ISP Equipment may, individually or in combination with another, restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Internet Service (except for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information; restrict, inhibit, interfere with, or otherwise disrupt performance of the Internet Service or cause a performance degradation regardless of intent, purpose or knowledge, to the Internet Service or any ISP (or ISP supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any ISP (or ISP supplier) facilities used to deliver the Internet Service; resell the Internet Service or otherwise make available to anyone outside the Premises the ability to use the Internet Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Residential Internet Service is for personal and non-commercial Residential use only and you agree not to use the

Internet Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit); connect the ISP Equipment to any computer outside of your Premises; interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and accessing and using the Internet Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Internet Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Internet Service plan that expressly permits you to do so.

B. Conduct and Information Restrictions

No user of the Internet Service, Customer Equipment, or ISP’s Equipment may, individually or in combination with another: avoid incurring charges for or otherwise being required to pay for usage of the Internet Service; invade another person’s privacy, stalk, harass, or otherwise violate the rights of other persons; undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation; post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;

upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Internet Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;

collect, or attempt to collect, personal information about third parties without their consent; transmit unsolicited bulk or commercial messages commonly known as “spam;” send voluminous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service; initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;

participate in the collection of voluminous amounts of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity; collect responses from unsolicited bulk messages; falsify, alter, or remove message headers; falsify references to ISP or its network, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”); violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use.

C. Technical Restrictions

No user of the Internet Service, Customer Equipment, or the ISP Equipment may, individually or in combination with another: use the Internet service or facilities for web-hosting, e-mail hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with ISP and the usage does not

otherwise violate law or regulation; access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so; use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited; copy, distribute, or sublicense any proprietary software provided in connection with the Internet Service by ISP or any third party, except that you may make one copy of each software program for back-up purposes only; distribute programs that make unauthorized changes to software (cracks); use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers; service, alter, modify, or tamper with ISP Equipment or Internet Service or permit any other person to do the same who is not authorized by ISP.

II. Customer Conduct and Features of the Internet Service

A. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Internet Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Internet Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Internet Service by, for example, strictly maintaining the confidentiality of your Internet Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Internet Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by ISP that connect to the Internet Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

B. ISP's Rights

ISP reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this AUP, or otherwise harmful to ISP's network or customers using the Internet Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither ISP nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions) made on the Internet Service. However, ISP and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them in accordance with this AUP, the Subscriber Agreement, and applicable law.

III. Network Management and Limitations on Data Consumption

ISP manages its network with the goal of delivering a fast, safe and uncompromised Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Internet experience by all of ISP's customers. The company uses reasonable network management practices that are consistent with industry standards. ISP tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

All Internet service providers manage their networks. Many of them use the same or similar tools that ISP does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this AUP, ISP can deliver the best possible Internet experience to all of its customers. Please review the Open Internet Compliance Statement posted on ISP's website for more detailed and the most current information.

A. Network Management

ISP uses various tools and techniques to manage its network, deliver the Internet Service, and ensure compliance with this AUP and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. ISP's network management practices may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that ISP may be required to implement in order to meet its goal of delivering the best possible Internet experience to all of its customers.

B. Network Usage and Data Consumption Restrictions

You acknowledge that all of the ISP Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. You must comply with all current bandwidth, data storage, and other limitations on ISP's Internet Services established by ISP and ISP suppliers. The excessive use or abuse of ISP's network resources by one Customer may have a negative impact on all other Customers. Accordingly, you may not use ISP's Internet Services or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined by ISP's sole discretion. Such prohibited actions include, but are not limited to: using ISP's Internet Services to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, continuous FTP uploading or downloading, or acting in a manner that negatively effects other users' ability to engage in real time exchanges and use of ISP's Internet Services. The Residential Internet Service is for personal and non-commercial Residential use only. Therefore, ISP reserves the right to suspend or terminate Residential Internet Service accounts where data consumption is not characteristic of a typical Residential user of the Internet Service as determined by ISP in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol

("FTP"), and (ii) newsgroups. You must also ensure that your use of the Internet Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Internet Service, nor represent (as determined by ISP in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Internet Service does not limit or interfere with ISP's ability to deliver and monitor the Internet Service or any part of its network.

If you use the Internet Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, ISP may, in its sole discretion, suspend or terminate your Internet Service account or request that you subscribe to a version of the Internet Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Internet Service at higher data consumption levels. ISP may also provide versions of the Internet Service with different speed and data consumption limitations, among other characteristics, subject to applicable Internet Service plans.

ISP's determination of the data consumption for Internet Service accounts is final.

IV. Violation of this Acceptable Use Policy

ISP reserves the right to immediately suspend or terminate your Internet Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

ISP does not routinely monitor the activity of individual Internet Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Internet Service. ISP has no obligation to monitor the Internet Service and/or the network. However, ISP and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Internet Service; identify violations of this AUP; and/or protect the network, the Internet Service and ISP users.

ISP prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. ISP also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without ISP's intervention. However, if the Internet Service is used in a way that ISP or its suppliers, in their sole discretion, believe violates this AUP, ISP or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Internet Service (including but not limited to newsgroups). Neither ISP nor its affiliates, suppliers, nor agents will have any liability for any of these responsive actions. These actions are not ISP's exclusive remedies and ISP may take any other legal or technical actions it deems appropriate with or without notice.

ISP reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on ISP's servers and network. During an investigation, ISP may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to ISP and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to

enforce this AUP. Upon termination of your Internet Service account, ISP is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of ISP or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless ISP and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the Subscriber Agreement.