

**The Aldridge Company
Acceptable Use Policy**

THIS ACCEPTABLE USE POLICY IS A MATERIAL PART OF ANY AGREEMENT WITH THE ALDRIDGE COMPANY FOR PROVISION OF ITS SERVICES TO BUSINESS CUSTOMERS. PLEASE READ AND FOLLOW THIS ACCEPTABLE USE POLICY CAREFULLY. THIS ACCEPTABLE USE POLICY MAY BE REVISED FROM TIME TO TIME BY THE ALDRIDGE COMPANY AS SET FORTH BELOW.

The Aldridge Company and its affiliates (collectively "Aldridge") have created this Acceptable Use Policy ("AUP") governing Aldridge's services (the "Service") to ensure the integrity of its network, infrastructure, and Services for all of Aldridge's customers by designating standards for acceptable and unacceptable use. This AUP forms part of the agreement between Aldridge and you and is incorporated by reference into Aldridge's Master Service Agreement (the "Terms of Service") found at <http://www.aldridge.com/MSA> . Capitalized terms not defined in this AUP are defined in the Terms of Service. BY USING THE SERVICE, OR ANY EQUIPMENT PURCHASED OR LEASED BY YOU FROM ALDRIDGE (the "EQUIPMENT"), YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AUP.

1. INTRODUCTION

Aldridge's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Service to all of its customers. We support the free flow of information and ideas and do not actively monitor use of the Service under normal circumstances. However, in accordance with our Master Services Agreement, we may, with or without prior notice, remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Aldridge may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of your access to Services.

2. VIOLATIONS OF ALDRIDGE'S ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. Illegal use. Using the Service to transmit any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. Harm to minors. Using the Service to harm, or attempt to harm, minors in any way. Among other uses, use of the Service to receive, distribute, solicit, present or in any other way promote child pornography is expressly prohibited.
- c. Threats. Using the Service to transmit any material that threatens or encourages bodily harm or destruction of property.
- d. Harassment. Using the Service to transmit any material that harasses another.

e. Fraudulent activity. Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."

f. Excessive Utilization of Network Resources. Networks have capacity limits and all customers can suffer from degraded or denied service when one or a small group of users consumes disproportionate amounts of a network's resources. Aldridge, therefore, will monitor both overall network performance and individual customer resource consumption to determine if any customer is consuming a disproportionate amount of available resources and creating the potential to disrupt or degrade the Aldridge network or network usage by others. This process of monitoring both overall network performance and individual customer resource consumption is consistent with the description of the nature of the Service previously described in this AUP. Aldridge reserves the right to engage in reasonable network management to protect the overall network, including analyzing traffic patterns and preventing the distribution of viruses or other malicious code.

g. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Aldridge's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

h. Junk E-mail. You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). Violation of the CAN-SPAM Act of 2003, or any other applicable laws regulating e-mail services, constitutes a violation of this AUP. Aldridge considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

i. Copyright or trademark infringement. Using the Service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

j. Collection of personal data. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the services. Reselling the Service without Aldridge's authorization.

l. Network disruptions and unfriendly activity. Using the Service for any activity which adversely affects the ability of other people or systems to use Aldridge's Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. A customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A customer may not permit their network, through action or

inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

3. ALDRIDGE REMEDIES FOR VIOLATIONS OF THIS AUP

AUP Enforcement and Notice. Customer's failure to observe the guidelines associated with this AUP may result in Aldridge taking actions that may range from a warning to a suspension or termination of Service. When feasible, upon observation of a violation of this AUP, Aldridge may attempt to contact you or otherwise notify you of the violation. Aldridge representatives also are available to work with you to explain the parameters of this AUP and to help you avoid an AUP violation. Aldridge reserves the right, however, to act immediately and without notice to restrict, suspend or terminate Service, if it reasonably determines that your conduct may: (1) expose Aldridge to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of Aldridge's network or networks with which Aldridge is interconnected; (3) interfere with another Aldridge customer's use of the Service; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to Aldridge or its customers. In the event of termination of your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of Aldridge are cumulative and not exclusive of any rights or remedies that Aldridge may otherwise have at law or in equity. Waiver of any violation of this AUP by Aldridge shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by Aldridge in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Aldridge has the right but not the obligation to monitor or restrict any uses of the Service that Aldridge reasonably believes in its sole discretion violates this AUP, any part of the Terms of Service, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

Reporting Violations. Aldridge requests that any person who becomes aware of a violation of this AUP report the information to Aldridge at abuse@aldridge.com. Aldridge may take any appropriate action as it reasonably deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the customer's privileges; suspend the customer's account; terminate the customer's account; bill the customer for administrative costs; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

Revisions; Reservation of Rights. Aldridge reserves all rights including the right to revise, amend, or modify this AUP or any other Policy at any time. Such amendments or modifications will become effective on the date posted or announce them on our website, whichever is earlier; afterwards, your continued use of the Service or Equipment will constitute your acceptance of any such amendments or modifications.

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