

## Acceptable Use Policy for Commercial Services

### Introduction.

Please read this Acceptable Use Policy for Commercial Services (“AUP”) carefully. Digital West offers a variety of communications services (“Services”) to its commercial and governmental customers. Your use of Digital West’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 Digital West (collectively, your “Contract”). To the extent the provisions of this AUP conflict with any provisions of your Contract, the provisions of your Contract control. Digital West may modify this AUP at any time without notice. Your continued use of the Services after such modification constitutes acceptance of the modified AUP.

### Potential Consequences of Violating this AUP.

Although Digital West does not normally monitor, screen or otherwise access the content of data transmitted using any Service, Digital West 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. Digital West reserves the right, in its sole discretion, to (i) remove or block any traffic which Digital West 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 Digital West if a violation of this AUP occurs through your Services. Any violation by you of this AUP grants Digital West permission to take action to restrict or terminate your access to and use of Services. You agree to indemnify, defend and hold Digital West 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. Digital West’s failure to enforce this AUP in any one or more instances does not constitute a waiver of Digital West’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 Digital West’s network or on another carrier’s network, without permission; (ii) initiating, performing, participating in or

assisting in the performance of distributed denial of service (aka DDoS) or other cybersecurity 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 Digital West 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 Digital West's network and/or inhibits, interferes with or impedes other authorized users of Digital West'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 Digital West, Digital West'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 Digital West's Services, please contact Digital West'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-Digital West network, server, database, or website that you access using Digital West'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.**

Digital West 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. It is Digital West's policy in accordance with the DMCA and other applicable laws to reserve the right to restrict the use of or terminate Services provided to any customer who is either found to infringe third party copyright or other intellectual property rights, including alleged repeat infringers, or who Digital West believes in its sole discretion is or may likely be infringing these rights. Digital West may terminate the Service of any such customer at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Services by sending Digital West's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Digital West's receipt of a satisfactory notice of claimed infringement for these works, Digital West will take appropriate action. If the affected customer believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Digital West. Upon Digital West's receipt of a counter notification that satisfies the requirements of DMCA, Digital West will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Digital West will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Digital West a notification of claimed infringement to report alleged infringements of their works to:

Digital West Networks, Inc.  
1998 Santa Barbara Avenue, Suite 200  
San Luis Obispo, CA 93401  
Phone: 805-548-8000  
E-mail: [support@digitalwest.com](mailto:support@digitalwest.com)

Copyright owners may use any form of notification of claimed infringement form that satisfies the requirements of [Section 512\(c\)\(3\)](#) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Digital West, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Digital West's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of [Section 512\(g\)\(3\)](#) of the U.S. Copyright Act.

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