

agnostic meaning that the network does not manage congestion based on online activities, protocols or applications a customer uses. Rather, WCU's congestion management practices focus on the heaviest bandwidth users in real time.

Application-Specific Behavior

WCU does not make use of any application-specific network management practices. WCU does not favor, modify, inhibit, rate control or block any specific protocols, protocol ports or fields, or any applications or classes of applications.

Device Attachment Rules

In order for a device to be approved for use on the WCU network, the devices must conform to the publicly available industry standards and be non-harmful to the WCU network. Customers should contact WCU to determine if a device is acceptable on the WCU fiber network.

Security

WCU offers its customers unrestricted access to all lawful content, services and application available on the internet. WCU uses industry standard tools and generally accepted best practices and policies to protect our customers from spam, phishing, and other unwanted/ harmful online content and activities. In the instances where these tools and policies identify online content as harmful or unwanted, the content may be prevented from reaching customers or customers may be permitted to identify or inspect content to determine if it is harmful or unwanted.

Performance Characteristics

Waverly Communications Utility offers broadband Internet access services via a Fiber to the Premise (FttP) network. The advertised speed of WCU's Internet service is the maximum speed achievable with the technology used by WCU. While the maximum advertised speed is attainable to end users, several factors may affect the actual speed of WCU's Internet service offerings, including, but not limited to: the distance of the consumer's home of office from WCU's Optical Line Terminal, the end user's computer, modem, or router, activity during peak usage periods, and other internet traffic. Based on internal testing, the mean upload and download speeds are as follows for each tier

Tier of Service	Download/ Upload	Latency
50Mbps	53/52Mbps	9ms
100Mbps	100/101Mbps	9ms
250Mbps	245/243Mbps	9ms
500Mbps	489/491mbps	9ms
1000Mbps	947/720mbps	9ms

Testing was performed between 12:00 PM and 5:00 PM on week days. The actual speeds achieved with WCU's internet service offering make WCU's internet service suitable for real time applications such as Voice over Internet Protocol (VOIP). WCU offers the following specialized services: Internet Protocol TV (IPTV) and Voice over Internet Protocol (VoIP). We anticipate these services will have no effect on WCU's broadband service.

Customer Assistance

WCU Subscribers should report network abuse by sending a message to abuse@waverlyutilities.com, or calling 319-559-2000. Requests for information or assistance may be sent to support@waverlyutilities.com

Commercial Assistance/Terms

WCU Subscribers should report network abuse by sending

a message to abuse@waverlyutilities.com, or calling 319-559-2000. Requests for information or assistance may be sent to support@waverlyutilities.com WCU commercial internet services are subject to our Acceptable Use Policy, contractual terms of service, and other policies posted at: <http://www.waverlyutilities.com/internet/commercial>

Pricing

In order to meet the usage and budgetary needs of all customers, WCU offers a selection of broadband internet access plan options, including promotional offerings, bundled services and ala carte alternatives. WCU's current promotions and pricing on broadband internet access service are on our web site <http://www.waverlyutilities.com/internet/> or call (319) 559-2000 to speak with a customer service representative.

Early Termination Fees/Usage-Based Fees

If a customer previously entered into a service agreement with WCU for broadband internet access service for a defined service term, and customer desires to terminate the service agreement prior to the expiration of that term, WCU may charge a reasonable early termination fee if such a fee is clearly indicated in the service agreement. WCU's internet service is priced on a flat-fee basis (plus any applicable taxes). WCU does not charge end users a usage-based fee for internet service.

Privacy Policy

Network management tools and techniques utilized by WCU do not monitor, inspect, or store network activity and traffic of its internet service users. Further, as part of its network practices, WCU does not distribute information on network activity and/or traffic to any third party, or use network traffic information for any non-network management purposes.

Additional Disclaimer

The Open Internet Rules, as adopted, and WCU's Network Management Practices are not intended to affect, alter or otherwise supersede the legal status of cooperative efforts by efforts by broadband internet access service providers and other service providers that are designed to curtail infringement in response to information provided by rights holders in a manner that is timely, effective, and accommodates the legitimate interest of WCU's rights holders, and end users. Furthermore, the Open Internet Rules, as adopted, and WCU's Network management Practices do not prohibit WCU from making reasonable. Efforts to address the transfer of unlawful content or unlawful transfer of content.

REVISIONS

Changes to this AUP are considered effective immediately and it is the end user's responsibility to stay current. Waverly Communications Utility can make changes to the AUP at any time without notice. Changes to this document will be available on Waverly Communications Utility's web page. Waverly Communications Utility may, but is not required to, monitor your compliance, or the compliance of other subscribers, with this Acceptable Use Policy.

OTHER

Other Services not specifically listed in this AUP but that are provided by Waverly Communications Utility are bound by this AUP.



COMMUNICATIONS UTILITY

Privacy Policy & Internet Service Acceptable Use Policy

Privacy Policy

INTRODUCTION

This Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by defining usage that is unacceptable. The AUP is not a "terms of service" or a billing guideline. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE ACCEPTABLE USE POLICY. IF YOU DO NOT WISH TO BE BOUND BY THIS AUP, YOU MAY NOT ACCESS OR USE THE SERVICE.

This AUP applies to Internet Services provided by Waverly Communications Utility (WCU) and its affiliate Service Providers. Use of the Services indicates your acceptance of and agreement to abide by this Acceptable Use Policy. The AUP is designed to help protect the Service, Waverly Communications Utility customers, and the Internet community from irresponsible or illegal activities. Waverly Communications Utility may modify this AUP from time to time. In the event of any inconsistency between Waverly Communications Utility Acceptable Use Policy and other policies, the Acceptable Use Policy shall govern and control.

GENERAL POLICY

Waverly Communications Utility reserves the right, at its sole discretion, to deny or restrict use of Internet Services, immediately suspend, or terminate Services if the use of Services by anyone using it, in our sole discretion, violates other Waverly Communications Utility policies, is objectionable or unlawful, interferes with the functioning or use of the internet or Waverly Communications Utility network by Waverly Communications Utility or other users or violates the terms of this AUP.

Acceptable Use Policy

ILLEGAL AND PROHIBITED USE

This section is used to address actions, content and or practices that are prohibited by law and by rules set forth by the Waverly Communications Utility. The restrictions are not negotiable. Not all Services provided by Waverly Communications Utility are listed or mentioned but are bound by this document. Users found to engage in activities that Waverly Communications Utility determines, in its sole discretion, are in violation of this AUP will have their accounts terminated. Violators may also be subject to any appropriate legal action and/or consequences. Waverly Communications Utility reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected illegal activity or civil wrong. Activities or use of Services considered by Waverly Communications Utility to be a violation of this AUP are as follows, but are not limited to:

1. To post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic,

sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred, terrorism or racism; or which might be legally actionable for any reason.

2. The Waverly Communication Network may not be used to post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient. Complaints regarding the posting, distribution, or availability of child pornographic material will be reported to law enforcement immediately.

3. Access or attempt to access the accounts of others, to spoof or attempt to spoof the URL or DNS or IP addresses of Waverly Communications Utility or any other entity, or to attempt to penetrate or penetrate security measures of Waverly Communications Utility or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data.

4. To introduce viruses, worms, harmful code and/or Trojan horses on the Internet. Users shall not connect to the Service any device suspected or known to be infected with harmful software.

5. To violate Waverly Communications Utility or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights.

6. To use the Service or the Internet in a manner intended to threaten, harass, intimidate or terrorize.

7. To make false or unverified complaints against any Waverly Communications Utility subscriber, or otherwise abusing any of Waverly Communications Utility complaint response procedures.

8. Direct, indirect or attempted violations of this AUP.

9. Reselling of service provided by Waverly Communications Utility.

10. Services used to transmit, retransmit, distribute, post, or store any material that in the judgment of Waverly Communications Utility is threatening, libelous, defamatory, or otherwise objectionable including but not limited to child pornography and advocating unlawful activity against any persons, animals, governments or businesses.

11. Harassment of users, employees, or of others will not be tolerated.

12. Actions and/or Services prohibited by federal, state and local law.

13. Distribution, posting, copying or dissemination of copyrighted material including but not limited to movies and/or music.

14. Inhibiting any other person's use of the service provided by Waverly Communications Utility is prohibited.

15. Participation in illegal gambling, lottery or other similar activities.

16. Subscribers shall not service, alter, modify or tamper with WCU's equipment or permit any other person to do so unless authorized by Waverly Communications Utility.

SERVING

Serving of any kind is NOT allowed without express written

consent from Service Provider. Consent should be given in a separate service contract and should be producible by the customer upon request from Service Provider. Serving constitutes:

- Email servers
- Web - HTTP servers
- FTP servers
- IRC servers
- Other Listening IP Services

UNAUTHORIZED SHARING

WCU customers agree not to allow others to use any of the Services provided including, but not limited to, sharing your account user name and password, or broadband access via any type of networking device (router, gateway, wireless access point, etc.). You may at your own risk and responsibility permit other members of your household to access the Services and utilize some networking devices approved by the provider for use within your household only. The account holder shall ensure that other such users are aware of and comply with these terms of use, and you agree to be held responsible for any activity or use of the Services on that account, whether or not authorized by you.

COMMERCIAL USE

Commercial users have different services tiers. For descriptions and prices available for commercial service tiers, refer to our service brochure at <http://www.waverlyutilities.com/internet/commercial/>. Re-selling Waverly Communications Utility's Services or offering use of Waverly Communications Utility's Services for adding value to a commercial entity without Waverly Communications Utility's authorization is prohibited. Waverly Communications Utility's Services are designed for the account holder's use of the Internet and may not be used for commercial purposes without the Waverly Communications Utility's explicit consent. Commercial user agrees not to use Waverly Communications Utility's Services for operation as an Internet Service Provider (ISP). Commercial users may use the Services at a residential or commercial establishment for lawful purpose while abiding by the AUP. Commercial accounts may use the Services to host web, mail servers, and to connect internal networks to the internet. Commercial users may not resell Services or provide public access to Services without prior written consent of WCU. Contact Waverly Communications Utility to request permission.

COMPLIANCE WITH THE AUP OF UPSTREAM PROVIDERS

The AUP of Waverly Communications Utility's upstream providers also bind Waverly Communications Utility users. An "upstream provider" is any company that provides Waverly Communications Utility bandwidth and/or other Services.

SYSTEM & NETWORK SECURITY

Violations of system or network security are prohibited and may result in criminal and civil liability. Waverly Communications Utility will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

1. Port scanning, probes, data capture, denial of service, access of restricted systems.
2. Attempted access of systems not previously given access to.
3. Anything deemed "hacking" or "cracking" to the systems, network or users.
4. Unauthorized access to or use of data, including any attempt to circumvent user authentication or security of any host, network, or account (hacking, cracking, port scans, or flood pings).
5. Unauthorized monitoring of data or traffic.
6. Interfering with service to any user, host, system or network.
7. Conducting denial of service attacks.
8. Any attempt to disrupt service including, but not limited to, distributing or introducing viruses, worms, or other harmful software.
9. Access by using artificial means, involving software, programming, or any other method.

COPYRIGHT INFRINGEMENT/REPEAT INFRINGER POLICY

Waverly Communications Utility respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material of any type or in any format on, or disseminate such material over, Waverly Communications Utility systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of Waverly Communications Utility to terminate, in appropriate circumstances, the Service provided to any user or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where:

- (i) A User or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer,
- (ii) Where a valid, effective and uncontested notice has been provided to Waverly Communications Utility alleging facts which are a violation by the Subscriber or account holder of Waverly Communications Utility Copyright Policy prohibiting infringing activity involving Waverly Communications Utility systems or servers, or
- (iii) In other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, Waverly Communications Utility expressly reserves the right to terminate or suspend the Service of any Subscriber or account holder if Waverly Communications Utility, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Waverly Communications Utility may have under law or contract.

Users shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking

or denying, in whole or in part your US export privileges. You agree to notify Waverly Communications Utility if you become subject to any such order.

Users shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Service and shall not impersonate any person or use a false name while using the Service. You agree to obtain all required permissions if you use the Service to receive, upload, download, display, distribute, or execute Software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with Waverly Communications Utility and provide requested information in connection with all security and use matters. You agree to notify Waverly Communications Utility promptly if you suspect unauthorized use of the Service or of your UserID. Waverly Communications Utility reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include, but not be limited to, provision of account or user information or email as well as monitoring of the Waverly Communications Utility network.

USER RESPONSIBILITY

Users need to be aware that they are on a shared network. Safe practices need to be taken by the users to protect themselves and others. Users are responsible for account passwords and should keep them safe.

Do NOT share account information.
Do NOT leave username and passwords in the open.
If a user feels that the account was compromised, the username and or password should be changed at once.
Do NOT "save" user names or passwords. Each should be entered at each login.

Users are responsible for protecting their own equipment. Antivirus software and personal firewalls are not required but strongly encouraged. Users are responsible for any misuse of Waverly Communications Utility Services that occurs through user's account. Users are responsible for protecting their accounts and must take steps to insure that others do not gain unauthorized access to user's account or misuse Waverly Communications Utility's Services.

ADMINISTRATIVE DISCRETION

The Waverly Communications Utility Board and Management has final discretion over all aspects of service, the network, and this AUP. Waverly Communications Utility reserves the right to terminate any account or service without cause or prior notice.

VIOLATIONS AND MONITORING

Waverly Communications Utility does not intend to actively monitor the content of web sites, email, news groups, or material created or accessible over its Services. Waverly Communications Utility reserves the right to monitor such Services or any Services on or within our network.

Reporting Violations and complaints:

Violations, attempted violations, and/or concerns should be addressed to abuse@waverlyutilities.com via Email. When reporting anything to Waverly Communications Utility please include:
The internet protocol address used to commit the alleged violation.

The date, time and time zone of such violation. Evidence of the violation, including, if applicable, full headers from emails, firewall logs, traffic dumps (example, the *.enc files generated by Network Ice's Black Ice program or "hex" dump from any other firewall or IDS system) or information pertaining to the events in question.

Do not send excerpted parts of a message; sending the entire message with full headers helps prevent misunderstandings based on incomplete information or information taken out of context. Waverly Communications Utility has sole judgment and discretion on how we enforce this AUP. Guidelines as to punishment and legal action will be within the Waverly Communications Utility's legal department and administrative department discretion.

Open Internet Disclosures

Pursuant to the Federal Communications Commission's Restoring Internet Freedom Declaratory Rules, Report and Order Waverly Communications Utility(WCU) policies regarding network management practices, performance characteristics, and commercial terms are provided in entirety so that WCU current customers, prospective customers , third-party content providers and other interested parties can make informed choices regarding the broadband internet access services offered by WCU, and the extent WCU's network management practices may affect those services.

Network Management Practices

In the interest of providing the best online experience for all WCU customers, WCU utilizes reasonable network management practices tailored to achieve legitimate network management purposes. Because bandwidth is a limited resource for broadband internet service providers, it is essential that WCU reasonably manage its network to promote the use and enjoyment of the Internet by all of WCU customers. By engaging in reasonable and responsible network management, WCU uses its best efforts to deter its customers from being subjected to the negative effects of spam, viruses, security attacks, network congestion, and other risks that threaten to degrade services. The network management practices employed by WCU are consistent with industry standards.

Congestion Management

It is possible that a relatively small number of customers may place a disproportionate demand on network bandwidth resources causing network congestion and an overall degradation in service quality for other end users. For this reason, if WCU nears a state of congestion, WCU will use congestion management practices to ensure all of WCU customers retain access to a "fair share" of bandwidth resources. When WCU's network nears a state of congestion, the congestion management tools, practices and/or software employed by WCU will identify segments of the WCU network which have a predetermined, aggregated level of bandwidth usage. From there, the congestion management tools will ascertain which customer account in the identified network segment is using a disproportionate share of bandwidth. The Internet traffic of the identified customer account may be temporarily managed until the period of network congestion passes. Customers whose Internet traffic is temporarily managed by WCU will remain online, and many activities will be unaffected; however, these customers may experience slower downloads, uploads and internet/website response times. The congestion management practices utilized by WCU are protocol-