TULLAHOMA UTILITIES AUTHORITY

ACCEPTABLE USE POLICY FOR LIGHTTUBE INTERNET SERVICES

Tullahoma Utilities Authority ("TUA" or "ISP") has adopted this Acceptable Use Policy ("AUP") to outline the acceptable use of TUA's Broadband Internet Service ("LightTube Internet" or "Broadband Service"). This guiding policy is in addition to and subject to the TUA terms and conditions for service.

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

TUA may revise this AUP from time to time by posting a new version on its website at www.tullahomautilities.com (the "TUA website"). TUA 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 TUA website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the TUA Broadband Service should read any TUA announcements they receive and regularly visit the TUA 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 TUA at support@outerreachbroadband.com.

I. Prohibited Uses and Activities

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

A. Network and Usage Restrictions

No user of the Broadband Service, Customer Equipment, or TUA 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 Broadband 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 Broadband Service or cause a performance degradation regardless of intent, purpose or knowledge, to the Broadband 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 Broadband Service; resell the Broadband Service or otherwise make available to anyone outside the Premises the ability to use the Broadband Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Residential Broadband Service is for personal and non-commercial Residential use only and you agree not to use the Broadband Service for operation as an internet service provider or for any business enterprise or purpose (whether or not for profit); connect the TUA 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 Broadband 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 Broadband 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 Broadband Service plan that expressly permits you to do so.

B. Conduct and Information Restrictions

No user of the Broadband Service, Customer Equipment, or TUA's Equipment may, individually or in combination with another: avoid incurring charges for or otherwise being required to pay for usage of the Broadband 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 Broadband 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 TUA 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 Broadband Service, Customer Equipment, or the TUA 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 TUA 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 Broadband Service by TUA 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 TUA Equipment or Broadband Service or permit any other person to do the same who is not authorized by TUA.

II. Customer Conduct and Features of the Broadband 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 Broadband Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Broadband Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Broadband Service by, for example, strictly maintaining the confidentiality of your Broadband Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Broadband 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 TUA that connect to the Broadband Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

B. TUA's Rights

TUA 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 TUA's network or customers using the Broadband Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither TUA 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 Broadband Service. However, TUA 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.

C. Service Restrictions

All of TUA's network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below and in accordance with TUA's Open Internet Compliance Statement.

1. Email and Web-Hosting Services

Unsolicited Email Prohibited – You may not use TUA-hosted email addresses for the purpose of sending unsolicited email. You may not use or cause to be used TUA's equipment, network

connectivity, or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages. You may not engage in any of the foregoing prohibited activities by using the service of any other provider, third-party agent, remailing service or address forwarding service, in such a way that TUA's network addresses or TUA-hosted web or email services are in any way identified as being associated with the sending of unsolicited email.

Unauthorized use, or forging, of mail header information (e.g. "spoofing") is prohibited.

Fraudulent Activity Prohibited – You may not use the TUA email and web-hosting services to make fraudulent offers to sell or buy products, items, services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," or "chain letters." You may not use techniques to hide or obscure the source of any e-mail or other communications.

TUA reserves the right to suspend or delay delivery of email to Customer utilizing TUA email services and/or the virtual domain email if the volume of email being redirected, stored, or delivered on the Customer's behalf is deemed excessive. Excessive traffic is defined as any amount of email that consumes more than 10MB of disk storage space per individual mailbox or any volume of email traffic that noticeably degrades performance on the server in question, in the sole discretion of TUA. Stored mail exceeding these limits may be transferred to a compressed file at TUA's discretion. TUA will attempt to notify the account holder via the account contact information on record; however, TUA reserves the right to delete the contents of such email boxes upon thirty (30) days after attempted notification.

The Broadband Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this AUP. As described below in Section III of this AUP. TUA uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

TUA is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. TUA is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at TUA's sole discretion. In the event that TUA believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Broadband Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, TUA (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, TUA may at any time reserve any identifiers on

the Broadband Service for TUA's own purposes. In the event that a Broadband Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

2. Instant, Video, and Audio Messages

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. TUA assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Broadband Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

3. Personal Web Pages and File Storage

As part of the Broadband Service, TUA provides access to personal Web pages and storage space through the Personal Web Pages and Online Storage features (collectively, the "Personal Web Features"). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You are also responsible for ensuring that all content made available through the Personal Web Features is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. TUA reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Section I of this AUP. For purposes of this AUP, "material" refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. TUA may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Broadband Service if we determine that you have violated the terms of this AUP.

III. Network Management and Limitations on Data Consumption

TUA manages its network with the goal of delivering a fast, safe and uncompromised broadband 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 Broadband internet experience by all of TUA's customers. The company uses reasonable network management practices that are consistent with industry standards. TUA 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 broadband internet service providers manage their networks. Many of them use the same or similar tools that TUA 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, TUA can deliver the best possible broadband internet experience to all of its customers. Please review the Open internet Compliance Statement posted on TUA's website for more detailed and the most current information.

A. Network Management

TUA uses various tools and techniques to manage its network, deliver the Broadband 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. TUA'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 TUA may be required to implement in order to meet its goal of delivering the best possible broadband internet experience to all of its customers.

B. Network Usage and Data Consumption Restrictions

You acknowledge that all of the TUA 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 TUA's internet Services established by TUA and TUA suppliers. You agree not to intentionally use TUA's internet Services on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of TUA's network resources by one Customer may have a negative impact on all other Customers. Accordingly, you may not use TUA'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 TUA's sole discretion. Such prohibited actions include, but are not limited to: using TUA'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 TUA's internet Services. The Residential Broadband Service is for personal and non-commercial Residential use only. Therefore, TUA reserves the right to suspend or terminate Residential

Broadband Service accounts where data consumption is not characteristic of a typical Residential user of the Broadband Service as determined by TUA 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 Broadband Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Broadband Service, nor represent (as determined by TUA in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Broadband Service does not limit or interfere with TUA's ability to deliver and monitor the Broadband Service or any part of its network.

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

TUA's determination of the data consumption for Broadband Service accounts is final.

IV. Violation of this Acceptable Use Policy

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

TUA does not routinely monitor the activity of individual Broadband 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 Broadband Service. TUA has no obligation to monitor the Broadband Service and/or the network. However, TUA and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and TUA users.

TUA prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. TUA also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without TUA's intervention. However, if the Broadband Service is used in a way that TUA or its suppliers, in their sole discretion, believe violates this AUP, TUA 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 Broadband Service (including but not limited to newsgroups). Neither TUA nor its affiliates, suppliers, nor agents will have any liability for any of these responsive actions. These actions are not TUA's exclusive remedies and TUA may take any other legal or technical actions it deems appropriate with or without notice.

TUA 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 TUA's servers and network. During an investigation, TUA may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to TUA 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 Broadband Service account, TUA is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of TUA 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 TUA 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.