

ACCEPTABLE USE POLICY

WildBlue High-Speed Internet Acceptable Use Policy

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF WILDBLUE'S INTERNET ACCESS SERVICE AND YOUR RELATIONSHIP WITH WILDBLUE. YOU SHOULD READ THEM CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE AND YOU MUST TERMINATE YOUR SERVICE IMMEDIATELY

WildBlue may revise this Acceptable Use Policy (the "Policy") from time to time without notice by posting a new version of this document on wildblue.com, wildblue.net or any successor URL(s). All revised copies of the Policy are effective immediately upon posting. Accordingly, customers and users of the WildBlue High-Speed Internet Service should regularly visit these web sites and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy and complaints of violations of it by WildBlue customers and users can be directed to WildBlue via "Help" email obtainable at wildblue.net.

It is WildBlue's intent to provide our customers with the best satellite Internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy (the "AUP" or "Policy"). This Policy outlines acceptable use of the WildBlue High-Speed Internet access service (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the WildBlue High-Speed Internet Customer Agreement (the "Customer Agreement"). All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Customer Agreement.

It is the responsibility of all WildBlue High-Speed Internet customers and all others who have access to WildBlue's network ("customer," "you," or "your"), to comply with this AUP and all WildBlue policies. As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other WildBlue policies could result in the suspension or termination of your Service. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Service and notify WildBlue so that your account may be closed.

Note: WildBlue reserves the right to immediately terminate the Service and the Customer Agreement if you engage in any of the prohibited activities listed in this AUP or if you use the WildBlue Equipment or Service in a way which is contrary to any WildBlue policies or any of WildBlue's suppliers' policies. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

Prohibited Uses and Activities

Prohibited uses include, but are not limited to, using the Service, Customer Equipment, or the WildBlue Equipment to:

- (i) 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, 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, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- (iii) access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; 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;
- (iv) use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- (v) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- (vi) copy, distribute, or sublicense any software provided in connection with the Service by WildBlue or any third party, except that you may make one copy of each software program for back-up purposes only;
- (vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, 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 send or retrieve information;
- (viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any WildBlue (or WildBlue supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any WildBlue (or WildBlue supplier)