

ACCEPTABLE USE POLICY FOR COMCAST HIGH-SPEED 2go SERVICE

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Why is Comcast providing this Policy to me?

Comcast's goal is to provide its customers with the best mobile broadband service possible. In order to help accomplish this, Comcast has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the Comcast High-Speed 2go mobile broadband service (the "Service"). This Policy is in addition to any restrictions contained in the Comcast High-Speed 2go Service Agreement (the "Service Agreement") available at <http://help.comcast.net/highspeed2go>. The Frequently Asked Questions ("FAQs") at <http://help.comcast.net/highspeed2go> include explanations of how Comcast implements and applies many of the provisions contained in this Policy. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Service Agreement. Please note that if you are a Comcast High-Speed Internet subscriber, the terms and policies that apply to that service are available at <http://www.comcast.net/terms/>.

What obligations do I have under this Policy?

All Comcast High-Speed 2go customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Comcast so that we can close your Service account.

How will I know when Comcast changes this Policy and how do I report violations of it?

Comcast may revise this Policy from time to time by posting a new version on the Web site at <http://help.comcast.net/highspeed2go> or any successor URL(s) (the “Comcast Web site”). Comcast will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Comcast Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Comcast announcements they receive and regularly visit the Comcast Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it at, <http://www.comcast.net/help/contact/>. To report a child exploitation incident involving the Internet, go to <http://security.comcast.net/get-help/report-a-security-threat-or-scam.aspx#childPornography>.

I. Prohibited Uses and Activities

What uses and activities does Comcast prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service and the Leased Equipment, Customer Equipment, or Purchased Equipment (collectively, the “Equipment”), either individually or in combination with one another, to:

Conduct and information restrictions

- 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 Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- send very large numbers of 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 disrupt 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 very large numbers 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 Comcast or its network or its mobile broadband network suppliers, 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;

Technical restrictions

- 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 Service by Comcast or any third party, except that you may, subject to the terms and conditions provided with such software, 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 that provide network content or any other services to others, 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;
- use or run programs that provide network content or any other services to others, except for person-to-person use;
- service, alter, modify, reverse engineer, or tamper with the Equipment or Service or permit any other person to do the same who is not authorized by Comcast;

Network and usage restrictions

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools 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 or interference sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, radio frequency ("RF") network, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to others the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly. You further agree not to use the Service for operation as an Internet service provider;
- 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 Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"), and a manufacturer programmed Machine Access Control Identifier ("MAC ID") or a manufacturer programmed Electronic Serial Number (ESN)/Mobile Equipment Identifier (MEID). You may not change or alter the MAC ID or ESN/MEID at any time. You may not configure the 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 Service plan that expressly permits you to do so.

II. Customer Conduct and Features of the Service

What obligations do I have under this Policy?

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account or Equipment. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service or Equipment. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

It is also your responsibility to secure the Equipment and any other equipment or programs not provided by Comcast that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Comcast address inappropriate content and transmissions?

Comcast 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 Policy, or otherwise harmful to Comcast's network or Comcast's mobile broadband suppliers or Comcast's customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it is deemed by Comcast to violate this Policy. Neither Comcast 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 Service. However, Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Service Agreement, and applicable law.

III. Network Management and Limitations on Data Consumption

Why are the Service networks managed?

The mobile broadband networks that the Service uses are operated by third parties that Comcast works with to provide access to the Service. The Service connects to two different types of mobile broadband networks: a 3G (third generation) network that follows the CDMA (Code Division Multiple Access) standard, and 4G (fourth generation) network that follows the WiMAX (Worldwide Interoperability for Microwave Access) standard. Users of the Service can use the Comcast Connection Manager program to determine if they are connected to either of these networks. To learn more about the Comcast Connection Manager, go to <http://help.comcast.net/highspeed2go>.

Comcast's mobile broadband network suppliers manage their mobile broadband networks with one goal: to deliver the best possible mobile broadband Internet experience to all customers. High-speed bandwidth, network, and radio frequency ("RF") resources are not unlimited, particularly in mobile broadband networks. Managing the network is essential as Comcast and its suppliers work to promote the use and enjoyment of the Internet by all of our customers. Comcast's suppliers use reasonable network management practices that are consistent with industry standards. Comcast's suppliers use tools and technologies that are minimally intrusive and, in their independent judgment guided by industry experience, are among the best in class. Of course, network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

How are the Service networks managed?

In general, Comcast's mobile broadband network suppliers manage their networks to avoid network congestion based on actual customer usage of individual segments or sectors of the network in order to provide all users with sufficient bandwidth. The suppliers primarily manage their mobile broadband networks by temporarily limiting speeds or the amount of data that can be transferred until the conditions that create network congestion have passed. Comcast's mobile broadband network suppliers do not manage their mobile broadband network using protocol- or application-based methods.

In addition to limiting data transfer speeds and the amount of data transferred to alleviate network congestion, our mobile broadband network suppliers may also use the following network management techniques:

- On the 3G network, the supplier may use a proportional fairness scheduler algorithm that allocates network resources based on RF signal quality and other metrics. During times of congestion, the proportional fairness scheduler algorithm ensures no one user is deprived of network resources.
- On the 4G network, the supplier may periodically measure a user's bandwidth usage on a specific network segment or sector, as well as measure the overall bandwidth

usage for all users on that segment or sector. In situations where a user is consuming high amounts of bandwidth and the bandwidth being used on that network segment or sector is being used at high levels, the supplier may temporarily adjust the network resources made available to that user until the conditions for network congestion have passed. As the 4G network evolves, the network management techniques and practices employed by the supplier may also evolve; in the event that these network management techniques and/or practices do change, Comcast will change this policy to reflect the new network management techniques and/or practices and we will notify you of those changes.

Are there restrictions on data consumption that apply to the Service?

Regardless of whether our suppliers set any limits on data consumption of the Service, Comcast reserves the right to set its own limits.

For the 3G network, Comcast has established a monthly billing cycle data consumption threshold per Comcast High-Speed 2go device of 5 Gigabytes (“GB”) comprised of both upstream and downstream data. Use of the Service in excess of 5GB per monthly billing cycle requires you as the Service account owner to pay an additional incremental cost for all additional usage by your device and this cost is charged to you in 1MB increments. In addition, use of the Service for domestic (within the United States) 3G off-network or roaming use in excess of 100MB per monthly billing cycle, comprised of both upstream and downstream data usage, requires you as the Service account owner to pay an additional incremental cost for all additional usage by your device. Finally, use of the Service for international (outside the United States) 3G off-network or roaming, comprised of both upstream and downstream data usage, requires you, as the Service account owner, to pay an additional incremental cost for any usage by your device and this cost is charged to you in 5MB increments. This charge varies based upon location. Please see <http://help.comcast.net/highspeed2go> for the current rates.

For the 4G network, it is possible that Comcast will impose data consumption thresholds, regardless of whether our supplier sets any. In the event that Comcast does set such usage limits, Comcast may also change them from time to time. Comcast will clearly

communicate any data consumption limits it sets on the 4G network through a revised AUP, and we will notify you that the AUP is changing.

Common activities that may cause high data consumption include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (“FTP”), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Comcast in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Comcast's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, or any restrictions we may decide to impose in the future, that will be a violation of this Policy. In these cases, Comcast may, in its sole discretion, suspend or terminate your Service account. Comcast may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. Comcast's determination of the data consumption for Service accounts is final.

IV. Violation of this Acceptable Use Policy

What happens if you violate this Policy?

Comcast reserves the right to immediately suspend or terminate your Service account and terminate the Service Agreement if you violate the terms of this Policy or the Service Agreement.

How does Comcast enforce this Policy?

Comcast does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining data consumption in connection with the data consumption provisions of this Policy. 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 Service. Comcast has no obligation to monitor the Service and/or the network and/or the networks of Comcast's suppliers. However, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network or the networks of Comcast's suppliers, the Service, and Comcast users.

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

Comcast reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Comcast's and its suppliers' servers and networks. During an investigation, Comcast may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Comcast 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 Policy. Upon termination of your Service account, Comcast is authorized to delete any files, programs, data, e-mail and other messages associated with your account.

The failure of Comcast or its suppliers to enforce this Policy, 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 Policy 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 Comcast and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Service Agreement.

V. Copyright and Digital Millennium Copyright Act Requirements

What is Comcast's DMCA policy?

Comcast 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. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. 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 Comcast's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Comcast, in its sole discretion, believes is infringing these rights. Comcast may terminate the Service at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to Comcast?

Copyright owners may report alleged infringements of their works that are stored on the Comcast.net web site by sending Comcast's authorized agent a notification of claimed

infringement that satisfies the requirements of the DMCA. Upon Comcast's receipt of a satisfactory notice of claimed infringement for these works, Comcast will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Comcast.net web site or (ii) disable access to the work(s). Comcast will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

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

J. Opperman & M. Moleski
Comcast Cable Communications, LLC
701 East Gate Drive, 3rd Floor
Mount Laurel, NJ 08054 U.S.A.
Phone: 888.565.4329
Fax: 856.324.2940
Email: dmca@comcast.net

Copyright owners may use their own 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 Comcast, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What can customers do if they receive a notification of alleged infringement?

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Comcast. Upon Comcast's receipt of a counter notification that satisfies the requirements of DMCA, Comcast 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 Comcast will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Comcast'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.

Effective: June 30, 2009