

## Customer Proprietary Network Information (CPNI) Official Notification:

Changes in Federal law allow us to use information about your current communications services to market, or allow affiliates to market, other products and services that will satisfy your communication needs unless you notify us otherwise.

### *1. What is this information?*

Customer Proprietary Network Information, or CPNI, relates to services you already buy, including service type, how we provide these services, call detail and billing data.

### *2. How can we use this information?*

If you consent or have already consented, CPNI may be used to advise you of innovative services or new technology and products.

### *3. Who will be able to use this information?*

Agents and affiliates of Oxford Networks that now or in the future sell our services.

### *4. Will we protect this information?*

Yes, under Federal Law we will ensure CPNI confidentiality. Whether you consent or not, your CPNI will be treated confidentially.

### *5. What action is necessary on my part to show consent?*

No action is necessary if you have already consented at the time your order was placed for service.

### *6. What if I didn't consent?*

If you opted-Out, you may not be able to learn about innovative service proposals, new technologies or offerings or possible savings plans. Denial of consent will not affect services we are currently providing you. Regardless of whether you decide to Opt-Out or not, Oxford Networks is committed to continuing to provide you with the same high quality services.

### *7. Can I change my mind later?*

Yes, you can always change your mind about Oxford Networks use of CPNI simply by telling us. Your instructions will remain in effect until you revoke or limit that approval or denial. Please be aware that every two (2) years we send notices to remind customers of their options.

### *8. How do I contact you?*

By calling 1-866-433-8254.

## Internet Acceptable Use Policy

Customer agrees to follow and enforce the provisions of the then-current version of the Acceptable Use Policy (the “Policy”). OXFORD NETWORKS reserves the right to amend the Policy from time to time, effective upon posting of the revised Policy at [www.oxfordnetworks.com/aup.asp](http://www.oxfordnetworks.com/aup.asp) or other notice to Customer. OXFORD NETWORKS reserves the right to suspend the service or terminate any Agreement effective upon notice for a violation of the Policy. Customer agrees to indemnify and hold harmless OXFORD NETWORKS from any losses, damages, costs or expenses resulting from any third party claim or allegation (“Claim”) arising out of or relating to use of the service, including any Claim which, if true, would constitute a violation of the Policy.

This Acceptable Use Policy specifies the actions prohibited by OXFORD NETWORKS to users of the OXFORD NETWORKS Network. OXFORD NETWORKS reserves the right to modify the Policy at any time.

## Illegal Use

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The OXFORD NETWORKS Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

## System and Network Security

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Violations of system or network security are prohibited, and may result in criminal and civil liability. OXFORD NETWORKS 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:

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

## Email

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Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

## Spamming

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Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A OXFORD NETWORKS CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

## Leased Line Service Level Agreement

The Service Level Agreement ("SLA") provided hereunder applies only to customers agreeing to a Term Commitment of at least one (1) year. Oxford Networks reserves the right to amend the SLA from time to time effective upon posting of the revised Policy at [www.oxfordnetworks.com](http://www.oxfordnetworks.com) or by written notice to customer. No claim may be made under more than one guarantee for any single interruption or deficiency in Service.

## Network Latency Guarantee

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Oxford Networks Latency Guarantee is average round-trip transmission of 10 milliseconds or less between Oxford Networks' designated inter-state transit backbone optical hubs and IP Switches / Routers ("POPs").

Latency shall be measured by averaging sample measurements taken during a calendar month between POPs. No credits shall be made if failure to meet a Network Latency Guarantee is attributed to reasons of (a) Scheduled Maintenance, (b) any customer-ordered telephone company circuit, (c) negligent or intentional damage, interference, or non-performance by any third party, (d) any failure or malfunction of application, equipment, power or facilities of customer or any end user, (e) acts or omissions of customer, or any users of the service authorized by customer, or (f) reasons of Force Majeure, as defined in the applicable Service Agreement (collectively an "Excused Event").

If Oxford Networks fails to meet any Network Latency Guarantee in any calendar month, customer's account shall be credited for that month the pro-rated charge in hourly increments of the Oxford Networks Monthly Fee for the affected service for each hour that the Network Latency Guarantee has not been met.

## Network Packet Delivery Guarantee

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Oxford Networks Network Packet Delivery Guarantee is packet delivery of 99.999% or better between Oxford Networks' designated POPs.

Packet Delivery Guarantee shall be measured by averaging sample measurements taken during a calendar month between POPs. No credits shall be made if failure to meet a Network Latency Guarantee is attributed to an Excused Event.

If Oxford Networks fails to meet any Network Packet Delivery Guarantee in a calendar month, customer's account shall be credited for that month the pro-rated charge in hourly increments of the Oxford Networks Monthly Fee for the affected service for each hour that the Network Packet Delivery Guarantee has not been met.

## Service Quality Guarantee:

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Oxford Networks Service Availability Guarantee is to have the Service (as described in the applicable service agreement or Service Order, as applicable) available 99.999% of the time.

At customer's request, Oxford Networks will calculate customer's "Service Unavailability" in a calendar month. "Service Unavailability" consists of the number of minutes that the Oxford Networks network circuit was not available to customer, other than due to an Excused Event. Outages will be counted as Service Unavailability only if customer opens a trouble ticket with Oxford Networks customer support within thirty days of the outage.

Scheduled Maintenance shall mean any maintenance on Oxford Networks network, (a) of which Oxford Networks uses reasonable efforts to notify customer 24 hours in advance, and (b) that is performed during a standard maintenance window from 12am until 5am, 7 days a week, or is otherwise performed so as to minimize the impact on use of the Services. Notice of Interruption may be given by email, phone call, email or page to customer's agent.

For each cumulative hour of Service Unavailability or fraction thereof in any calendar month, at the customer's request customer's account shall be credited for that month the sum of the pro-rated charge in hourly increments of the Oxford Networks Monthly Fee for the affected service for each hour of Service Unavailability. For purposes of calculating such adjustment, an interruption begins at the time that customer reports to Oxford Networks that a service is not operating and provides such access and cooperation as may be necessary to test and repair any equipment or facilities within possession or control of customer or its end users or that is located on premises or property within customer's or its end users' control. No credit shall be given for any interruption of less than 30 minutes, provided however that two or more interruptions of 15 minutes or more during any one 24 hour period may be aggregated and treated as a single interruption for purposes of calculating a credit.

## Unlimited Residential Toll Acceptable Use Policy

OXFORD NETWORKS' UNLIMITED LONG DISTANCE SERVICE IS A RESIDENTIAL SERVICE OFFERED FOR REASONABLE PERSONAL, NON-COMMERCIAL VOICE USE ONLY.

"UNLIMITED" TOLL APPLIES TO THE CONTINENTAL CONTIGUOUS 48 STATES, WASHINGTON DC, AND CANADA. UNLIMITED TOLL EXCLUDES ALASKA, HAWAII, US TERRITORIES, MEXICO AND ALL OTHER FOREIGN COUNTRIES OR PROTECTORATES OR TERRITORIES NOT SPECIFICALLY DEFINED ABOVE. THE PLAN ALSO EXCLUDES 900, 900-LIKE, AND ENTERTAINMENT PHONE SERVICES.

All toll calls outside of the contiguous 48 states, Washington D.C. and Canada areas will be charged standard rates listed in the Oxford long Distance Tariff. Tariff can be accessed at the website listed at the end of this paragraph. Subscriber acknowledges use of this service for data, modem, VPN, facsimile, or other non-voice services is strictly prohibited.

<http://oxfordnetworks.com/pdf/old-federal-tariff.pdf>

Subscriber will not resell or redistribute (whether for a fee or otherwise) the Unlimited Long Distance Service, or any portion thereof, or otherwise charge others to use the Unlimited Long Distance Service, or any portion thereof. Subscriber agrees not to use the Unlimited Long Distance Service for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting.

Operator reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate the Unlimited Long Distance Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business or data use.

Oxford Networks may suspend, or cancel Subscriber's account with notice as required by applicable law if Oxford Networks determines, in its discretion, that Subscriber has violated this Agreement or any of the Terms of Use. Oxford Networks reserves the right to suspend or terminate the Unlimited Long Distance Service to Subscriber for a single violation of this Agreement or the Terms of Use.

IF SUBSCRIBER'S ACCOUNT IS SUSPENDED, SUBSCRIBER WILL BE BILLED CURRENT UNRATED AND UNBILLED TOLL AT OUR SIMPLY 8 (\$.08 PER MINUTE RATE), WITH NOTICE.

If Subscriber's account is canceled, Subscriber will be refunded any pre-paid fees minus any amounts due Oxford Networks.

## Unlimited Business Toll Acceptable Use Policy

OXFORD NETWORKS' UNLIMITED LONG DISTANCE SERVICE IS A BUSINESS SERVICE OFFERED FOR REASONABLE BUSINESS VOICE USE ONLY.

"UNLIMITED" TOLL APPLIES TO THE CONTINENTAL CONTIGUOUS 48 STATES, WASHINGTON DC, AND CANADA. UNLIMITED TOLL EXCLUDES ALASKA, HAWAII, US TERRITORIES, MEXICO AND ALL OTHER FOREIGN COUNTRIES OR PROTECTORATES OR TERRITORIES NOT SPECIFICALLY DEFINED ABOVE. THE PLAN ALSO EXCLUDES 900, 900-LIKE, AND ENTERTAINMENT PHONE SERVICES.

All toll calls outside of the contiguous 48 states, Washington D.C. and Canada areas will be charged standard rates listed in the Oxford long Distance Tariff. Tariff can be accessed at the website listed at the end of this paragraph. Subscriber acknowledges use of this service for data, modem, VPN, facsimile, or other non-voice services is strictly prohibited.

Subscriber will not resell or redistribute (whether for a fee or otherwise) the Unlimited Long Distance Service, or any portion thereof, or otherwise charge others to use the Unlimited Long Distance Service, or any portion thereof. Subscriber agrees not to use the Unlimited Long Distance Service for any enterprise purpose whether or not the enterprise is directed toward making a profit, including but not limited to, telemarketing, call center services, medical transcription, or facsimile broadcasting.

Operator reserves the right to disconnect upon notice as required by applicable law any prohibited transmissions or uses and to terminate the Unlimited Long Distance Service in the event of a violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive dates, or usage that may be deemed to be business or data use.

Oxford Networks may suspend, or cancel Subscriber's account with notice as required by applicable law if Oxford Networks determines, in its discretion, that Subscriber has violated this Agreement or any of the Terms of Use. Oxford Networks reserves the right to suspend or terminate the Unlimited Long Distance Service to Subscriber for a single violation of this Agreement or the Terms of Use.

IF SUBSCRIBER'S ACCOUNT IS SUSPENDED, SUBSCRIBER WILL BILLED CURRENT UNRATED AND UNBILLED TOLL AT OUR SIMPLY 7 (\$ .07 PER MINUTE RATE), WITH NOTICE.

If Subscriber's account is canceled, Subscriber will be refunded any pre-paid fees minus any amounts due Oxford Networks.