



ACCEPTABLE USE POLICY (AUP)

Use of Independence Light & Power, Telecommunications Utility's (IL&P,T) Services constitutes acceptance and agreement to IL&P,T's AUP as well as IL&P,T's Utility's TOS (Terms of Service) IL&P,T reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service). All users of IL&P,T's Broadband Information Services, and their clients, must comply with this AUP and our TOS (Terms of Service). Services defined by this policy is deemed any type of media, content, packet, bit, port, traffic or data that traverse IL&P,T's networks, HFC and broad band cable modem systems.

This Acceptable Use Policy document, including the following list of prohibited activities, is an integral part of your Hosting Agreement with IL&P,T. If you engage in any of the activities prohibited by this AUP document IL&P,T may suspend or terminate your account.

IL&P,T's Acceptable Use Policy (the "Policy") for IL&P,T services is designed to help protect IL&P,T, IL&P,T's customers and the internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by IL&P,T. IL&P,T reserves the right to modify the Policy at any time, effective upon posting [here](#).

We support the flow of information and ideas over the internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over e-mail transmission or other material created or accessible over or through our services. However, in accordance with our AUP (Acceptable Use Policy) and TOS (Terms of Service), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Independence Telecommunications Utility may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of your service

Disclaimer:

USER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS INDEPENDENCE LIGHT & POWER, TELECOMMUNICATIONS ITS AFFILIATES, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, OR LAWSUITS RESULTING FROM THE ILLEGAL USE OF INDYTEL SERVICE, OR USE OF INDYTEL SERVICE TO INFRINGE ON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR USE OF INDYTEL TO TRANSMIT ANYTHING OBSCENE OR LIBELOUS.

Prohibited Uses of IL&P,T Systems and Services:

1. 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.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through IL&P,T's servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on IL&P,T's servers, is prohibited. IL&P,T's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by IL&P,T customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any IL&P,T-hosted domain, or referencing any IL&P,T's account, is prohibited.

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4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.
5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.
6. Network Disruptions and unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking"). Use of IL&P,T's service for any activity, which affects the ability of other people or systems to use IL&P,T's services or the internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. Independence Telecommunications Utility will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. IL&P,T does not allow the hosting of IRC, IRC Bots, or egg drops or any other types of servers without prior written consent on our network. Customer servers found hosting this material or server applications will be subject to immediate cancellation without refund. Use of the IL&P,T's service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of IL&P,T's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending IL&P,T's customer or customer account is subject to immediate termination without a refund and possible prosecution to the max extent. IL&P,T does reserve the right and privilege to monitor and or sample network traffic.
7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any IL&P,T's customers or end-users by any means or device.
9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the IL&P,T network or on another provider's network.
10. Using Independence Telecommunications Utility's Services to interfere with the use of the IL&P,T network by other customers or authorized users.
11. Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous re-mailers or nicknames does not constitute impersonation.
12. Security: You are responsible for any misuse of your account, even if a friend, family member, guest or employee committed the inappropriate activity. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.
13. Network Security: IL&P,T's accounts operate on shared network resources. Excessive use or abuse of these resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner, which impairs network performance, is prohibited by this policy and may result in termination of your account.

Reporting violations of IL&P,T's AUP

IL&P,T requests that anyone who believes that there is a violation of this AUP directs the information to the IL&P,T staff at support@indytel.com. If possible, please provide the IP address used to commit the violation, date and time of the violation, and evidence of the violation.

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Terms of Service (TOS) and Customer Responsibility

Each IL&P,T customer is responsible for the activities of its users and, by accepting service from IL&P,T, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an IL&P,T customer will be forwarded to the IL&P,T's management staff for action. If violations of the IL&P,T Acceptable Use Policy occur, IL&P,T reserves the right to terminate services with or take action to stop the offending customer from violating IL&P,T's AUP as IL&P,T deems appropriate, without notice.

Use of IL&P,T's services constitutes acceptance and agreement to IL&P,T's AUP (Acceptable Use Policy), DMA (Digital Millennium Copyright Act, well as IL&P,T's TOS (Terms of Service) or any other Policies ((Agreements)) explained as an Information Service. From herewith in this TOS, AUP, and SLA, the usage of "us", "we", "our", "ours" shall constitute reference to IL&P,T's, the usage of "you", "your", "they", "them" shall refer to client / customer of IL&P,T.

1. Client agrees that by completing an application of service or work order format, and receipt of such order by IL&P,T that you are agreeing to our Agreements. No modifications of said policy by the customer are allowed.
2. IL&P,T will provide, and customer will purchase and pay for, the services, and service fees specified by our application of service for the applicable service description. Customer acknowledges that the service and service fees have been communicated to the customer either verbal or in written format, and that they are aware of all applicable charges as per agreement, and Agreements.

Establishment of this service is contingent upon receipt of payment from customer to IL&P,T. Subsequent payments are due on the anniversary date of the month for that month's service billing cycle.

Payment is due on the defined monthly recurring billing date of each month. In the event that a check is returned, service will be immediately suspended. If within the seven (7) days the customer fails to pay all service fees, including a \$25.00 reactivation fee and a \$25.00 returned check fee, customer's account will be permanently cancelled. Such cancellation does not relieve client's obligation for payment. Cancellation includes the removal of all files and return of any equipment owned by IL&P,T in reference to the account. Service will be interrupted on accounts that reach 10 days past due. Any Customer whose services are terminated or suspended will be asked to pay a reconnection fee of \$40.00 dollars.

Service Level Agreement (SLA)

Services provided

This Service Level Agreement describes IL&P,T's commitment to provide the following services:

- Electronic data Information Services (Digital Telephone Internet/E-mail) services.
- Fiber connectivity services
- Broadband Cable Modem services.

The Agreement does not cover customer provided hardware or customer server application services or process's.

Hours of coverage:

The procedures in this agreement and services hours are followed from 7:00 A.M. to 4:00 P.M. Monday through Friday central standard time (except on major holidays or other holidays recognized by Independence Telecommunications Utility). The customer may request emergency support for urgent issues during non-covered hours (after hours calls) by calling (319) 334-3880 and following the attendant options to reach the tech on-call.

Measurement and reporting:

Upon customer request IL&P,T will provide the customer with any one of the following reports that most closely resembles their class of service in the intervals indicated.

Report name	Reporting interval	Delivery method
System uptime System downtime, Incidents reported	Monthly Or Quarterly	E-Mail

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Financial impact:

The customer agrees to compensate IL&P,T for services specified by their service application to be paid on a month by month basis on or before normal billing due date

General overview:

These Agreements establishes a commitment for internet connectivity and associated services as detailed in this Agreement. This document clarifies both parties' responsibilities and procedures to ensure customer needs are met in a timely manner.

Customers:

Customer is defined by any one of IL&P,T's customers outlined in this agreement.

Agreement period:

This Agreement is valid from the date of issue and remains in effect throughout the life span of the services and/or applications supported. IL&P,T reserves the right and privilege of modifying this agreement at any time.

Agreement review:

A representative of either party may submit a written request for review of the agreement to the owner at any time. The agreement should be reviewed annually. In the absence of the completion of a review, the current agreement will remain in effect.

Note IL&P,T will be responsible for making any necessary revisions to the internal incident-resolution escalation process (for example, the individuals or groups to be notified and the order in which they are notified). These revisions are exempt from Customer review and approval.

Incident management:

Independence Telecommunications Utility will respond by telephone to the customer's incident within:

Direct fiber fed customers to include executive class & broadband customers.

- 30 minutes (during business hours) for issues classified as urgent.
- One hour (during business hours) for issues classified as high priority.
- Two hours (during business hours) for issues classified as normal priority.
- Three hours (during business hours) for issues classified as low priority.

Priority	Response time	Escalates every
Low	3 hr	2 hours
Medium	2 hr	1 hour
High	1 hr	30 min.
Urgent	30 min.	15 min.

Response times listed are in business hours.

Broadband SOHO and residential customers.

- One hour (during business hours) for issues classified as urgent.
- Two hours (during business hours) for issues classified as high priority.
- Four hours (during business hours) for issues classified as normal priority.
- Eight hours (during business hours) for issues classified as low priority.

Priority	Response time	Escalates every
Low	8	2 hours
Medium	4	1 hour
High	2	30 min.
Urgent	1	15 min.

Response times listed are in business hours.

A resolution may not be available at the time IL&P,T contacts the customer, in which case IL&P,T will attempt to estimate the "time to resolution."

The customer and IL&P,T staff will mutually determine an issue's priority classification.

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Supported services and charges:

Services provided

- Test and troubleshooting of infrastructure median.
- Verification and optimization of optical components.
- Sweep and balance of HFC related infrastructure.
- Immediate notification of down service to support staff.
- Connectivity recommendations

IL&P,T agrees to provide Help Desk support to users experiencing technical questions or problems. It is assumed that the business class customer agrees to support their users experiencing functional questions or problems. All parties agree to direct user issues to the appropriate support staff, and to escalate issues as needed in order to provide the user with a timely response.

The Service Provider does not provide:

- Troubleshooting of end user hardware or software.
- Virus, spyware and/or malware removal.
- Internal (south bound) customer supplied equipment and networks.

Charges:

Charges in the form of time and materials will apply at an hourly rate of \$45.00 an hour for services not provided by IL&P,T as mentioned above during business hours. IL&P,T will charge \$70.00 an hour for services not provided as mentioned above for "after hours" or "on-call". The hourly fee begins at the point when our technicians arrive on-site during business hours. After hours and on-call callout begins at the time when the technician is dispatched from there location. Material fees will be passed through directly.

Customer responsibilities

Customer agrees to:

- Follow appropriate procedures.
- Send non-emergent issues via email to support@indytel.com.
- For emergent issues, call (319) 334-3880.
- Purchase PC and related hardware and software according to IL&P,T's recommendations as specified by minimum recommendations.
- Determine appropriate remedy issue priority (low, medium, high or urgent) in cooperation with IL&P,T.
- Request and schedule special services (non-provided services) well in advance.
- Pay all charges associated with services rendered.
- Be aware of and adhere to IL&P,T's Agreements.
- Be willing and available to provide critical information within 10 minutes of receiving a request for information from IL&P,T seeking to resolve an issue.

Service Provider responsibilities:

General responsibilities:

- Create and add appropriate documentation to address customer issues.
- Meet response times associated with the priority assigned to the customer issue.
- Maintain appropriately trained staff.

Help Desk and CSR responsibilities:

- Log and track all customer requests for service.

Infrastructure and provisioning services responsibilities:

- Schedule maintenance (downtime) between 1:00 A.M. and 3:00 A.M. unless circumstances warrant performing maintenance at another time.
- General BULK email will be sent no less than two days advance notice of maintenance window.

Customer requests for service enhancement:

Service enhancements (as opposed to incidents) are customer requests for planned changes in service, customer should request services by sending an e-mail message to support@indytel.com at least 1 day in advance for scheduling or call (319)334-3880.

Service Provider will respond to requests for service received with appropriate advance notice within 1 day.

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Financial impact:

IL&P,T will assess and negotiate customer service enhancement requests. If delivery of service enhancements can only be provided with funding from the customer, IL&P,T will provide the customer with a cost estimate in writing. The customer will then have the opportunity to determine whether to proceed with enhancement.

Customer incidents:

The customer will report any issues to our help desk or csr staff. Staff will first determine the issue and make resolution. If staff is unable to resolve issue the staff will forward to a higher level of support personnel.

For technical problems or questions:

- Call IL&P,T tech support staff at (319)334-3880.
- Email support at support@indytel.com

Service Provider change management

Service Provider Change Management		Business impact	Customer notification and confirmation
Planned	Standard	Minor or repetitive changes considered part of the normal workflow with no affect on the customer	None.
	Minor	Small changes, patch or package management	None
	Moderate	Firmware/Software Upgrades.	We will advise Customer two working days in advance.
	Major	System sweep/balance/migration/cutover/fiber maintenance	We will advise Customer five working days in advance.
Unplanned	Critical (After-hours)	Cable broad band only.	We will advise Customer as soon as possible after knowing such a change is required.
	Emergency (Immediate)	Any worse case.	Service Provider will advise Customer after change implementation.

Hardware services direct fiber feed and executive class customers only.

The following hardware services are provided:

- Recommendations. Recommending for purchase hardware meeting customers' needs.
- Installation. IL&P,T will install and configure optical components.
- Diagnosis. IL&P,T will diagnose problems with customer provided optical equipment and provide recommendations.
- Repair. Service Provider analysts are not hardware technicians and receive no training in hardware maintenance, nor do we have the test equipment and tools necessary to do such work.

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Loaner equipment:

IL&P,T will provide the customer with loaner equipment (if available) related to the direct connection to IL&P,T's facilities at \$100.00 a month until such a time when such customer designated equipment is made available and returned from repair or replacement.

Hardware costs:

After prior approval, the Customer bears all costs for new and replacement hardware, parts and materials. After prior approval, the customer bears all costs for labor other than IL&P,T's staff unless otherwise documented.

IL&P,T does not take responsibility for the overall security of customer provided hardware and peripherals.

The customer is responsible for supplying the interface median (e.g., firewalls, routers, media converters). IL&P,T may provide such hardware in requested situations, but is not liable to provide such equipment in any specific timeframe.

Network Uptime is the total time in a calendar month that IL&P,T's network is available through our networks and upstream networks, provided that customer has established connectivity. IL&P,T has current provisions and immediate access to DS3 frames for primary routes and OC3 provisions for redundancy for certain business class customers with direct fiber fed connectivity. IL&P,T takes responsibility over network availability within their network, however, we cannot be held liable for upstream problems, or customer equipment outside of our network. Our guarantee is that our network will be available to clients free of network outages, rendering 0% packet loss 99.99% of each calendar month.

Days in a month 30	
Service Availability	Outage Time Before SLA Violation
99%	7.2 hours
99.5%	3.6 hours
99.86%	60 minutes
99.9%	43.2 minutes
99.99%	4.3 minutes
99.999%	26 seconds

Network outages or unscheduled downtime is any unplanned or unscheduled interruption in service availability during which the customer is unable to access the services as described in the section titled "Network Uptime" above. A network outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in IL&P,T's network as confirmed by IL&P,T. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

Scheduled Downtime is any IL&P,T's scheduled interruption of services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail as described in the "Change Management" template above.

SLA network violation credit occurs when our network uptime guarantee is not met. Customer issues are not covered under the Network Violation of Credit. IL&P,T will refund the customer 5% of the monthly fee for each hour of downtime (up to 100% of your monthly fee) for network downtime. Network downtime is measured from the time the network is 100% unreachable, until service is once again restored. In order to request a performance credit, you must email us or call our business office within 10 days of reported violation at: support@indytel.com or (319)334-3880. SLA violations will be reviewed by our personnel Monday – Friday 7AM to 4PM.

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Independence Light & Power, Telecommunications
700 7th Ave NE
Independence, IA 50644

Performance Credit exclusions - The following are excluded from the monthly calculation of Service Availability:

- Scheduled downtime
- Problems outside of IL&P,T's network (upstream providers, or client's inbound connection from customer provided equipment) not effecting 100% loss to our network
- Interruptions or failure of individual service caused by client, their employees, client's customers, etc. to their service. These include inaccurate configuration, 3rd party software, client abuse or over utilization of resources, hacked servers, attacks, exploits, or server hardware failures.

Latency, packet loss and performance:

IL&P,T does not proactively monitor the packet loss or transmission latency of specific customers. IL&P,T does, however, proactively monitor the aggregate packet loss and transmission latency within its network.

After discovering or being notified by the customer of packet loss in excess of one percent (.8%) ("Excess Packet Loss") or transmission latency in excess of 80 milliseconds round- trip time based on IL&P,T's measurements ("Latency") between any two routers within the continental United States portion of the Network, IL&P,T will use commercially reasonable efforts to determine the source of such excess packet loss or latency and to correct such problem to the extent that the source of the problem is on our network.

Remedy for Failure:

If after two (2) hours of discovering or being notified of any excess packet loss or latency on the network and IL&P,T fails to remedy such excess packet loss or latency, IL&P,T will credit the customer's account the pro-rata bandwidth fees for such continuous excess packet loss or latency that follows the initial two (2) continuous hours, provided that all such credits will not exceed an aggregate maximum credit of bandwidth fees otherwise due from customer for one (1) calendar month for failures in any one (1) calendar month.

Independence Light & Power, Telecommunications:

Name: Bill Runge

Title: Network/Operations Supervisor

Signature:

Date: May 10, 2006

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