

CIS MASTER SERVICE AGREEMENT

Whereas The Quilt, Inc. (hereinafter "The Quilt") is a collaborative organization comprised of members selected through The Quilt's membership process, this Agreement ("Agreement") is entered into as of May 26, 2020 (the "Effective Date"). The Quilt, for the benefit of each of the entities ("Authorized Buyers") listed on Exhibit A attached hereto who are members of The Quilt, and Atlantic Metro, on behalf of itself and its affiliates ("Provider") ("Provider" and "The Quilt" are sometimes collectively referred to as the "Parties" and individually as "Party"). Exhibit A may be modified from time-to-time as necessary by The Quilt to reflect changes in the makeup of the Authorized Buyers who are members of The Quilt. The Quilt will provide Provider with notice of any changes to Exhibit A. This Agreement sets forth the terms and conditions under which Provider agrees to provide Commodity Internet Services ("Internet Services") to Authorized Buyers.

Now, therefore, in consideration of the premises and mutual promises and representations contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Pricing Terms. The Provider shall offer to provide Internet Services to the Authorized Buyers as described in more detail and in accordance with the pricing terms set forth on Exhibit B attached hereto ("Pricing Terms"). The Pricing Terms set forth on Exhibit B shall be available for a period of time not less than thirty-six months (36) months from the Effective Date of this Agreement, unless, however, the Parties mutually agree on revising Exhibit B. In the event any such revisions include price changes, such changes shall be for new business only. This Agreement may be extended for two additional 12-month sequential terms by mutual written agreement of the parties.

The parties agree to amend agreement to allow for industry and technology advances, and to add products and services to Exhibit B of this Agreement as mutually agreed in writing from time to time. Should Quilt and provider reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services then the parties will add them to this Agreement by written amendment. While the contract is in effect, The Quilt and provider will conduct an annual review of the services and pricing offered through the program and consider further amendments as mutually agreed.

In the event an Authorized Buyer Agreement (as defined below) contains a price below those specified in the Pricing Terms under the same or better other terms, such lower price shall be provided in this Agreement by amendment. The lower price will apply only to new orders or renewals orders for Internet Services executed after the effective date of the amendment and subject to comparable volumes, service packages/combinations, terms and conditions.

2. Service Orders. If and when an Authorized Buyer seeks to purchase the Services from Provider as described in this Agreement, Provider and each Authorized Buyer shall execute a separate written agreement for such provision of Services which shall specify the respective rights and obligations between the Provider and Authorized Buyer, and which shall include or incorporate the Pricing Terms, Administrative Framework, and Acceptable Use Policy as set forth in Sections 1, 3 and 4 of this Agreement.

3. Administrative Framework. The Parties agree to follow the administrative framework for supporting and monitoring this Agreement, and any separate agreements between Provider and Authorized Buyers entered into pursuant to Section 2, as set forth in Exhibit C attached hereto.

4. Acceptable Use Policy. Provider shall ensure that its Acceptable Use Policy (AUP) (attached as Exhibit D and incorporated herein by reference) for the provision of services contemplated hereunder will allow educational, research and commercial traffic to flow over the connection to each Authorized Buyer who shall be recognized as a network provider. Subject to the preceding sentence, Provider's AUP, is subject to change by Provider within its discretion, which changes shall be posted to Provider's website. When such changes are posted, Provider will make notification to The Quilt.

5. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, any legal or equitable rights hereunder.

6. Indemnification and Limitation of Liability. Notwithstanding anything to the contrary in this Quilt Agreement, in no event shall either Party be liable to the other Party (or to any Authorized Buyer) under this Agreement or any other agreement executed between Provider and Authorized Buyer for any damages whether incidental, direct, indirect, special, consequential, exemplary, or punitive, arising out of or relating to this Agreement or any of the services provided pursuant hereto, regardless of whether the respective Parties' had been advised or could have foreseen the possibility of such damages. Other than for claims caused by or arising by the intentional act or omission of The Quilt, Provider agrees, notwithstanding any provision to the contrary as set forth in this Agreement, to indemnify, defend and hold The Quilt, its officer, directors, employees, members, agents, contractors, successors and assigns harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney fees and expenses) by reason of any claims or actions by any third party arising out of this Agreement or any separate written agreement between the Provider and any Authorized Buyer for the provision of Services. Provider further acknowledges and agrees that The Quilt shall not provide any indemnification to the Provider, its affiliates, officers, directors, employees, agents and contractors, successors, or assigns, or to Authorized Buyers. Further, by executing this Agreement for the benefit of the Authorized Buyers, Provider agrees and acknowledges that The Quilt shall not assume any fiscal, legal or other responsibility to Provider or Authorized Buyers for the actual purchasing, contracting, engineering, or ongoing service arrangements, all of which must be executed in a separate agreement pursuant to Section 2 hereof.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter for an initial term of three (3) years, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended for additional sequential terms by mutual written agreement of the parties. The Quilt and Provider may each terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other Party. Any such termination by The Quilt shall not affect any agreement between Provider and any Authorized Buyer.

8. No Warranties. ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY PARTIES.

9. Press Releases. Provider agrees that it shall not issue a press release or public announcement pertaining to the matters contemplated by this Agreement at any time, unless the President and CEO of The Quilt project agrees otherwise in writing and agrees to the form and content of such press release or announcement. All such press releases or public announcements shall be approved within ten (10) business days of submission.

10. Choice of Law. The parties agree that this Agreement will be governed by the laws of the United States and the State of Washington without regard to its conflicts of laws principles. For resolution of any disputes arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in King County, Washington.


11. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other, except with respect to an assignment by way of merger or sale of substantially all of a party's assets, and any attempt to assign this Agreement in violation of this Section shall be void and of no effect.

12. Miscellaneous. The Quilt, at its sole discretion and option, shall be entitled to terminate this Agreement at any time if upon the written advice of counsel, its continuation as a signatory to the Agreement may adversely affect its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Such withdrawal shall not affect any Individual Service Agreement executed by an Authorized Buyer. Such termination shall not be considered a breach of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

The Quilt, Inc., on behalf the Authorized Buyers

Atlantic Metro Communications II, Inc.

By: 

By: 

Name: __Jennifer Leasure_____

Name: Timothy Ray

Title: _President_____

Title: General Counsel

Date: May 26, 2020

Date: May 26, 2020

Exhibit A
Authorized Quilt Buyers List

1.00	Three Rivers Optical Exchange (3ROX)
1.01	Pittsburgh Gigapop
1.02	Pittsburgh Supercomputing Center/Carnegie Mellon University
2.00	Albuquerque Gigapop (ABQG)
2.01	University of New Mexico
3.00	Arkansas Research Education Optical Network (ARE-ON)
4.00	South Carolina Research and Education Network (C-Light)
4.01	Claflin University
4.02	Clemson University
4.03	College of Charleston
4.04	Francis Marion University
4.05	Furman University
4.06	Medical University of South Carolina
4.07	North Greenville University
4.08	Presbyterian College
4.09	School District Pickens County
4.10	South Carolina State University
4.11	Tri-County Technical College
4.12	University Center Greenville
5.00	Connecticut Education Network (CEN)
5.01	University of Connecticut
6.00	Corp. for Education Network Initiative in California (CENIC)
6.01	Stanford University
7.00	Florida LambdaRail (FLR)

7.01	Alachua County, Florida
7.02	Barry University
7.03	Bay County Public Schools
7.04	Bethesda Health
7.05	Boca Raton Regional Hospital
7.06	Bradford County, Florida
7.07	Broward Center for the Performing Arts
7.08	Broward Health
7.09	Central Florida Health (<i>name change</i>)
7.10	City of Boca Raton, Florida
7.11	City of Clermont, Florida
7.12	City of Gainesville Engineering
7.13	City of Jacksonville
7.14	Clay County Public Schools
7.15	College of Central Florida
7.16	Eckerd College
7.17	Embry Riddle Aeronautical University
7.18	Escambia County School District
7.19	Florida A&M University
7.20	Florida Atlantic University
7.21	Florida Department of Education
7.22	Florida Gateway College
7.23	Florida Guardian Ad Litem
7.24	Florida Gulf Coast University
7.25	Florida Institute of Technology
7.26	Florida International University
7.27	Florida Polytechnic University
7.28	Florida Southwestern State College
7.29	Florida State College at Jacksonville
7.30	Florida State University
7.31	Florida Virtual Campus (<i>name change</i>)
7.32	Gulf Coast State College
7.33	Gulliver Schools
7.34	H. Lee Moffitt Cancer & Research Institute
7.35	Hillsborough Community College
7.36	Indian River State College
7.37	Jesse Ball duPont Foundation
7.38	Johnson and Wales University
7.39	Lake Sumter Community College
7.40	Lee County Clerk of the Court
7.41	Max Planck Florida Corp. DBA Max Planck Florida Institute
7.42	Miami Dade College

7.43	NAP of Central Florida
7.44	National Oceanic and Atmospheric Administration
7.45	Northwest Regional Data Center
7.46	Nova Southeastern University (NSU)
7.47	Office of the State Courts Administrator, Florida
7.48	Orange County, Florida
7.49	Palm Beach County, Florida
7.50	Palm Beach State College
7.51	Pasco-Hernando Community College
7.52	Pensacola State College
7.53	Polk State College
7.54	Rollins College
7.55	Santa Fe College
7.56	Scripps Florida
7.57	Seminole State College of Florida
7.58	St. Johns River State College
7.59	St. Thomas University
7.60	State College of Florida Manatee-Sarasota
7.61	Tallahassee Memorial Healthcare
7.62	University of Central Florida
7.63	University of Florida
7.64	University of Miami
7.65	University of North Florida
7.66	University of South Florida (SURA)
7.67	University of West Florida
7.68	Valencia College
8.00	Front Range Gigapop (FRGP)/UCAR
8.01	Adams County
8.02	Adams County School District 14
8.03	Adams Twelve Five Star Schools
8.04	Akron School District
8.05	Ault-Highland School District
8.06	Auraria Higher Education Center (AHEC)
8.07	Boulder County
8.08	Boulder Regional Emergency Telephone Service Authority (BRETSA)
8.09	Briggsdale School District
8.10	Brush School District
8.11	Calhan School District
8.12	City of Boulder (CoB)
8.13	City of Fort Collins
8.14	City of Loveland

8.15	Clear Creek School District
8.16	Colorado College (CC)
8.17	Colorado Community College System (CCCS)
8.18	Colorado Mountain College (CMC)
8.19	Colorado School of Mines (CSM)
8.20	Colorado State Supreme Court
8.21	Colorado State University (Ft. Collins) (CSU-FC)
8.22	Colorado State University System (Pueblo) (CSU-P)
8.23	Community College of Denver
8.24	Crook County SD
8.25	Denver University (DU)
8.26	EAGLE-Net/Zayo
8.27	East Central Boards of Cooperative Educational Services (ECBOCES)
8.28	Elbert County School District Elizabeth C-1 (via FRII)
8.29	Elbert School District 200
8.30	Estes Park School District R-3
8.31	Fort Lewis College (FLC)
8.32	Frenchman School District
8.33	Front Range Community College
8.34	Hanover School District
8.35	Harrison School District
8.36	Haxtun School District
8.37	Hoehne School District R E 3
8.38	Holyoke School District
8.39	Jefferson County School District (JeffcoSD)
8.40	Johnson & Wales University (JWU)
8.41	Julesburg School District
8.42	Keenesburg School District Re 3 J
8.43	La Veta School District Re 2
8.44	Laramie HS
8.45	Larimer County
8.46	Littleton School District 6
8.47	Lone Star School District
8.48	Mesa Valley School District 51
8.49	Metropolitan State University of Denver (MSUD)
8.50	Miami-Yoder School District 60 Jt
8.51	Monte Vista School District C 8
8.52	National Ecological Observatory Network (NEON)
8.53	National Oceanic and Atmospheric Administration (NOAA)
8.54	National Renewable Energy Network Laboratory (NREL)
8.55	Navajo Technical University (NTU)
8.56	Northeast Colorado Boards of Cooperative Educational Services (NEBOCES)

8.57	Norwood School District
8.58	Otis School District
8.59	Park School District (Estes Park)
8.60	Peyton School District
8.61	Pikes Peak BOCES
8.62	Platte River Power Authority
8.63	Platte Valley School District
8.64	Platte Valley Schools
8.65	Poudre School District
8.66	Poudre Valley Health System
8.67	Rangely School District
8.68	Ridgway School District R 2
8.69	Silverton School District 1
8.70	St Vrain Valley School District
8.71	State of Colorado (StateCO)
8.72	State of Wyoming
8.73	State of Wyoming Department A&I
8.74	Steamboat Springs School District Re 2
8.75	Sweetwater School District #1
8.76	Sweetwater School District #2
8.77	The State Higher Education Policy Center (SHEPC)
8.78	United States Air Force Academy (USAFA)
8.79	United States Department of Agriculture (I2-USDA)
8.80	University Corporation for Atmospheric Research (UCAR)
8.81	University Information Systems (UIS)
8.82	University NAVSTAR Consortium (UNAVCO)
8.83	University of Colorado - Boulder (CU-B)
8.84	University of Colorado - Colorado Springs (CU-CS)
8.85	University of Colorado - Denver (CU-D)
8.86	University of Northern Colorado (UNC)
8.87	University of Wyoming (U of WY)
8.88	Valley School District R E 1
8.89	Weld County School District RE-1 (Gilcrest)
8.90	Weld County School District RE-3J (Keenesburg)
8.91	Widefield School District 3
8.92	Wray School District
8.93	Wyoming Community College Commission
8.94	Wyoming Community Colleges
8.95	Wyoming Higher Education Computer Network
8.96	Wyoming Supreme Court
8.97	wyoming.com
8.98	Yuma School District #1

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9.00	Great Plains Network
9.01	South Dakota Board of Regents
9.02	South Dakota School of Mines and Technology
9.03	University of Nebraska
9.04	University of Nebraska Medical Center
9.05	University of Kansas Center for Research
10.00	Illinois Century Network
11.00	Indiana Gigapop
11.01	Washington University in St. Louis
12.00	KanREN
13.00	Kentucky Regional Optical Network (KyRON)
13.01	Eastern Kentucky University
13.02	Kentucky Community and Technical College System
13.03	Kentucky State University
13.04	Morehead State University
13.05	Murray State University
13.06	Northern Kentucky University
13.07	University of Kentucky
13.08	University of Louisville
13.09	Western Kentucky University
14.00	KINBER
15.00	LEARN: Lonestar Education and Research Network
15.01	Angelo State University
15.02	Baylor College of Medicine
15.03	Baylor University
15.04	Blinn College
15.05	Lamar University
15.06	National Weather Service [Non-Voting]
15.07	Northeast Texas Consortium of Colleges & Universities (NETnet)
15.08	Prairie View A&M University
15.09	Rice University
15.10	Sam Houston State University
15.11	Southern Methodist University
15.12	Stephen F. Austin State University
15.13	Texas A&M Health Science Center

15.14	Texas A&M University
15.15	Texas A&M University - Corpus Christi
15.16	Texas A&M University System
15.17	Texas Association of Community Colleges
15.18	Texas Christian University
15.19	Texas Education Telecommunications Network (TETN)
15.20	Texas State Library & Archives Commission
15.21	Texas State University
15.22	Texas Tech University
15.23	Texas Tech University Health Sciences Center
15.24	Texas Tech University Health Sciences Center El Paso
15.25	Texas Tech University System
15.26	Texas Woman's University
15.27	Trinity University
15.28	University of Houston System
15.29	University of North Texas System
15.30	University of Texas at Arlington
15.31	University of Texas at Austin
15.32	University of Texas at Dallas
15.33	University of Texas at El Paso
15.34	University of Texas at San Antonio
15.35	University of Texas Health Science Center at Houston
15.36	University of Texas Health Science Center at San Antonio
15.37	University of Texas MD Anderson Cancer Center
15.38	University of Texas Medical Branch at Galveston
15.39	University of Texas Rio Grande Valley
15.40	University of Texas Southwestern Medical Center at Dallas
15.41	University of Texas System
16.00	Louisiana Optical Network Infrastructure (LONI)
16.01	Lousiana State University
17.00	MARIA
17.01	City of Harrisonburg
17.02	College of William and Mary
17.03	Fairfax County Public School District
17.04	George Mason University
17.05	Hampton University
17.06	Longwood University
17.07	Norfolk State University Research and Innovation Foundation
17.08	Old Dominion University
17.09	Radford University

17.10	Thomas Jefferson High School for Science and Mathematics
17.11	University of Mary Washington
17.12	University of Richmond
17.13	University of Virginia
17.14	Virginia Commonwealth University
17.15	Virginia Community College System
17.16	Virginia Science Museum
17.17	Virginia Tech
17.18	Virginia Tech Corporate Research Center (VTCRC)
18.00	Maryland Research and Education Network (MDREN)
19.00	Mid-Atlantic Crossroads (MAX)
19.01	American University
19.02	Baltimore Education & Research Network (BERnet)
19.03	Catholic University
19.04	Columbia Telecommunications Corporation (CTC)
19.05	D.C. Government
19.06	Energy Sciences Network (ESnet)
19.07	George Mason University
19.08	George Washington University
19.09	Georgetown University
19.10	Howard Hughes Med. Institute
19.11	Inter-American Development Bank (IADB)
19.12	Internet2, D.C. Office
19.13	Johns Hopkins University
19.14	Johns Hopkins University - Applied Physics Laboratory (JHU-APL)
19.15	Laboratory for Telecommunications Sciences (LTS)
19.16	Library of Congress
19.17	Montgomery College
19.18	NASA / GSFC
19.19	National Archives and Records Administration (NARA)
19.20	National Consortium for Supercomputing Applications / ACCESS
19.21	National Institute of Standards and Technology (NIST)
19.22	National Institutes of Health (NIH)
19.23	National Library of Medicine (NLM)
19.24	National Oceanic and Atmospheric Administration (NOAA)
19.25	National Science Foundation (NSF)
19.26	Smithsonian Institution
19.27	Southern Universities Research Association (SURA)
19.28	U.S. Department of Health and Human Services (HHS)
19.29	U.S. Department of State

19.30	U.S. Department of Veterans Affairs
19.31	U.S. Geological Survey
19.32	U.S. Holocaust Memorial Museum
19.33	Univ. System of Maryland Network (aggregating 11 campuses)
19.34	University of California, D.C. campus
19.35	University of Maryland, Baltimore (UMB)
19.36	University of Maryland, Baltimore County (UMBC)
19.37	University of Maryland, University College
19.38	University of Maryland, College Park (UMD)
19.39	University of Southern California, Information Sciences Institute / East
19.40	USDA, Beltsville Agricultural Research Center
19.41	Washington Research Library Consortium
20.00	Merit Network, Inc. (Merit)
21.00	Missouri Research and Education Network (MOREnet)
22.00	Metropolitan Research and Education Network (MREN)
22.01	Bradley University
22.02	De Paul University
22.03	Illinois Century Network
22.04	Illinois Institute of Technology
22.05	Illinois State University
22.06	Iowa State
22.07	Loyola University
22.08	National Center for Supercomputing Applications (NCSA)
22.09	Northern Illinois University
22.10	Northwestern University
22.11	Notre Dame
22.12	Purdue University
22.13	Southern Illinois University
22.14	Univ. of Chicago
22.15	Univ. of Illinois at Chicago
22.16	University of Illinois at Champaign-Urbana
22.17	University of Iowa
22.18	University of Wisconsin (Madison & Milwaukee)
22.19	Illinois Rural HealthNet
22.20	Iowa HealthNet
22.21	Columbia College
22.22	Lurie Childrens Hospital
22.23	Art Institute
22.24	Illinois Labs Advanced Net

23.00	Networkmaine
23.01	University of Maine System
23.02	Maine State Government
23.03	Bowdoin College
23.04	Bates College
23.05	Colby College
24.00	New Jersey Research and Education Network (NJEdge)
25.00	North Carolina Research and Education Network (NCREN / MCNC)
26.00	Northern Lights GigaPoP
26.01	Concordia College
26.02	Gustavus Adolphus College
26.03	Macalester College
26.04	Northwestern College
26.05	St. Olaf College
26.06	University of St. Thomas
26.07	Augsburg College
26.08	Bethel University
26.09	Carleton College
26.10	College of St. Catherine
26.11	Concordia University
26.12	Hamline University
26.13	North Dakota STAGENet State Network
26.14	North Dakota State University
26.15	Ties
26.16	University of Minnesota
26.17	University of North Dakota
26.18	Luther Seminary
27.00	Northern Crossroads (NoX)
27.01	Boston College
27.02	Boston University
27.03	Brandeis University
27.04	Brown University
27.05	Dartmouth College
27.06	Emerson College
27.07	Harvard University
27.08	MIT
27.09	Northeastern University

27.10	Tufts University
27.11	University of Maine
27.12	University of Massachusetts - Information Technology Services (Umass - ITS)
27.13	University of Massachusetts-Amherst
27.14	University of New Hampshire
27.15	University of Rhode Island
27.16	University of Vermont
27.17	Wellesley College
27.18	Worcester Polytechnic Institute
27.19	Yale University
28.00	NYSERNet
28.01	Albert Einstein College of Medicine
28.02	Alfred University
28.03	American Museum of Natural History
28.04	ARTstor
28.05	Binghamton University
28.06	Broome-Tioga BOCES
28.07	Brown University
28.08	Buffalo State College
28.09	Canisius College
28.10	Capital Region BOCES
28.11	City University of New York
28.12	Clarkson University
28.13	Colgate University
28.14	Columbia University
28.15	Cornell University
28.16	D'Youville College
28.17	Daemen College
28.18	Erie Community College
28.19	Erie / 1 BOCES
28.20	Farmingdale State College
28.21	The Frick Collection
28.22	Hofstra University
28.23	Hospital for Special Surgery
28.24	IBM Thomas J. Watson Research Center
28.25	Icahn School of Medicine at Mt. Sinai
28.26	Intrepid Sea, Air & Space Museum
28.27	LeMoyne College
28.28	Long Island University
28.29	Manhattan College
28.30	Marist College

28.31	Monroe 1 BOCES - Monroe RIC
28.32	Museum of Modern Art (MoMA)
28.33	New School University
28.34	New York Genome Center
28.35	New York Public Library
28.36	New York Structural Biology Center
28.37	New York State Department of Health: Wadsworth Center
28.38	New York University
28.39	NYSERNET, Inc.
28.40	Princeton University
28.41	Rensselaer Polytechnic Institute
28.42	Rochester Institute of Technology
28.43	Rockefeller University
28.44	Saint John Fisher College
28.45	Saint John's University
28.46	Saint Lawrence University
28.47	Siena College
28.48	Skidmore College
28.49	South Central Regional Information Center (SCRIC)
28.50	State University of New York (SUNY) Canton
28.51	State University of New York (SUNY) at Geneseo
28.52	State University of New York Information Technology Exchange Center (SUNY ITEC)
28.53	State University of New York (SUNY) at Old Westbury
28.54	State University of New York (SUNY) at Oneonta
28.55	State University of New York (SUNY) at Oswego
28.56	State University of New York (SUNY) at Potsdam
28.57	State University of New York (SUNY) at Stony Brook University
28.58	State University of New York (SUNY) Upstate Medical
28.59	Syracuse City School District (SCSD)
28.60	Syracuse University
28.61	The College of Saint Rose
28.62	Touro College & University System
28.63	Union College
28.64	University at Albany (SUNY)
28.65	University at Buffalo (SUNY)
28.66	University of Delaware
28.67	University of Rochester
28.68	Vassar College
28.69	Victor Central School District
28.70	Weill Medical College – Qatar
28.71	Weill Medical College of Cornell University

28.72	Yeshiva University
29.00	OARnet
30.00	ONENET--Oklahoma State Regents for Higher Education
31.00	Oregon Gigapop
31.01	University of Oregon (OWEN/NERO)
32.00	OSHEAN
32.01	NEREN Inc. - North East Research and Education Network, Inc.
32.02	Academy For Career Exploration
32.03	Administrative Office of State Courts
32.04	All Saints Academy School
32.05	Association of Independent Colleges and Universities
32.06	Axia
32.07	Barrington Christian Academy
32.08	Bishop McVinney School
32.09	Blackstone Valley Prep Mayoral Academy
32.10	Blessed Sacrament School
32.11	Block Island Medical Center (New Shoreham)
32.12	Block Island School
32.13	Block Island Utility District
32.14	Bristol Warren School Districts
32.15	Brown University
32.16	Bryant University
32.17	Care New England
32.18	Central Falls School District
32.19	Chariho School District
32.20	City of Providence
32.21	Community Care Alliance
32.22	Community College of Rhode Island
32.23	Coventry School District
32.24	Cranston School District
32.25	Davies Career-Tech High School
32.26	East Bay Educational Collaborative School
32.27	East Greenwich School District
32.28	Eleanor Briggs School
32.29	Exeter/ West Greenwich School District
32.30	Father John Doyle School
32.31	Fitchburg State University
32.32	Foster Gloucester Regional Schools

32.33	FSRI
32.34	Greenville School
32.35	Harmony Hill School
32.36	Hartford Data Center
32.37	Highlander Institute
32.38	Innovate Newport
32.39	International Charter School
32.40	Jamestown Municipal
32.41	Jamestown School District
32.42	Johnson & Wales University
32.43	Johnston School District
32.44	LaSalle Academy
32.45	Lifespan
32.46	Lincoln School District
32.47	Little Compton Public Schools
32.48	Mercymount Country Day School
32.49	Middletown Municipal
32.50	Middletown School District
32.51	Moses Brown School
32.52	Mount Pleasant Academy
32.53	Mount Saint Charles Academy
32.54	Narragansett School District
32.55	Naval Undersea Warfare Center
32.56	Naval War College
32.57	NeighborWorks
32.58	New England Institute of Technology
32.59	Newport Municipal
32.60	Newport Preservation Society
32.61	Newport School District
32.62	North Kingstown Municipal
32.63	North Kingstown School District
32.64	North Providence School District
32.65	North Smithfield School Department
32.66	Northern Rhode Island Collaborative
32.67	Ocean State Libraries
32.68	Our Lady of Mount Carmel School
32.69	Paul Cuffee Schools
32.70	Pawtucket School District
32.71	Pennfield School
32.72	Portsmouth Abbey School
32.73	Portsmouth School District
32.74	Prospect Medical Holdings (PMH)

32.75	Providence Athenaeum
32.76	Providence Center School
32.77	Providence College
32.78	Providence Public Libraries
32.79	Providence School District
32.80	Redwood Library and Athenaeum
32.81	Rhode Island Attorney General's Office
32.82	Rhode Island College
32.83	Rhode Island Department of Education
32.84	Rhode Island Department of Environmental Management
32.85	Rhode Island Housing
32.86	Rhode Island Public Broadcasting System
32.87	Rhode Island Public Radio - RINPR
32.88	Rhode Island Quality Institute
32.89	Rhode Island School for the Deaf
32.90	Rhode Island School of Design
32.91	Rhode Island Secretary of State
32.92	Rhode Island Turnpike and Bridge Authority
32.93	RI Emergency Management Agency
32.94	RI Higher Education Assistance Authority (RIHEAA)
32.95	RI Public Defender
32.96	Riverside School
32.97	Rocky Hill School
32.98	Roger Williams University
32.99	Salve Regina University
32.100	San Miguel School
32.101	Smithfield School District
32.102	Sophia Academy
32.103	South County Hospital
32.104	South Kingstown School District
32.105	South Providence Library
32.106	St Michael's Country Day School
32.107	St. Augustine School
32.108	St. Georges School
32.109	St. Luke's School
32.110	St. Mary Academy Bay View School
32.111	St. Mary Elementary School
32.112	St. Mary's Home For Children School
32.113	St. Patrick Academy
32.114	St. Raphael Academy School
32.115	St. Rocco School
32.116	St. Rose of Lima School

32.117	State of Rhode Island - Department of IT
32.118	State of Rhode Island - Legislative Data Systems
32.119	Stonehill College
32.120	Taunton Municipal Lighting Plant
32.121	Tech Collective
32.122	The Lincoln School (Private)
32.123	The Prout School
32.124	The Providence Athenaeum Library
32.125	Thundermist
32.126	Tiverton School District
32.127	Town of East Greenwich
32.128	Town of New Shoreham
32.129	Town of Portsmouth
32.130	Town of Warwick
32.131	Trinity Academy for the Performing Arts School
32.132	University of Rhode Island
32.133	Urban Collaborative Accelerated Program School
32.134	Volute
32.135	Warwick School District
32.136	West Warwick School District
32.137	Westerly School District
32.138	Wheaton College
32.139	Wheeler School
32.140	Woonsocket School District
33.00	Pacific Northwest Gigapop (PNWGP)
33.01	University of Hawaii
33.02	University of Washington
34.00	Southern Crossroads (SoX)
34.01	Southern Light Rail
35.00	Sun Corridor Network
35.01	University of Arizona
35.02	Arizona State University
35.03	Northern Arizona University
36.00	Utah Education Network (UEN)
36.01	University of Montana
36.02	University of Utah
37.00	WiscNet

38.00	West Virginia Network (WVNET)
38.01	West Virginia Secretary of State

Exhibit B

Pricing

Atlantic Metro's program pricing is based on two schedules. The first set of schedules is for its Aggregate Locations (on-net) referred to as AGG. Table 1 references Atlantic Metro's current PoP lists that are considered on-net for AGG pricing. Tables 2-4 lists pricing for AGG sites by contract term.

The second set of schedules lists pricing for Atlantic Metro's CDG sites which are off-net and require a local loop. These are captured in Tables 5-6. For CDG sites, the term of the contract for internet access must match the length of the term for the local loop.

Table 1 – Atlantic Metro PoP Locations for On-Net

Node Code	Address	Facility Operator
New Jersey		
EWR1 EWR2	300 Blvd East Weehawken, NJ 07086 165 Halsey St Newark, NJ 07102	DRT Market Halsey Urban
EWR3	5851 West Side Ave North Bergen, NJ 07047	Equinix
EWR4	755 Secaucus Rd, Secaucus, NJ 07094	Equinix
EWR5 EWR6	3003 Woodbridge Ave, Edison, NJ 08837 800 Cottontail Ln, Franklin Township, NJ 08873	IO/IronMountain CyrusOne
EWR7	365 S Randolphville Rd, Piscataway, NJ 08854	DRT
EWR8	100 University Square Dr Princeton, NJ 08540	Atlantic Metro
EWR9 EWR10	200 Webro Rd, Parsippany, NJ 07054 100 Delawanna Avenue Clifton, NJ 07014	Cologix DRT
EWR11	2 Emerson Ln Secaucus, NJ 07094	Coresite
New York		
LGA0 LGA2	60 Hudson St Suite 1001 New York, NY 10013 60 Hudson St Suite 1101 New York, NY 10013	Epsilon Telecommunications DRT
LGA3	111 8th Ave Suite 723 New York, NY 10011	Equinix
LGA4	121 Varick St 4th Floor New York, NY 10013	Choice New York
LGA6 LGA7	32 6th Ave 7th Fl New York, NY 10013 111 8th Ave, New York, NY	Coresite DRT
LGA8	601 W 26th St, New York, NY 10001	Windstream Enterprise
LGA9	60 Hudson St Suite 1211 New York, NY 10013	zColo
LGA11 LGA12	85 10th Ave 7th Fl Suite Z New York, NY 10011 325 Hudson St 9th FL West New York, NY 10013	Telehouse Netrality Properties

LGA13	65 Broadway, New York, NY 10006	365 Data Centers
LGA14	1 Ramland Rd Orangeburg, NY 10962	1547 Critical Systems Realty
LGA15 SI1	375 Pearl St New York, NY 10038 7 Teleport Dr, Staten Island, NY 10311	Sabey Data Centers Telehouse
JFK1	470 Vanderbilt, Brooklyn, NY 10013	Xchange Telecom
Virginia		
IAD1 IAD2	21715 Filigree Ct., Ashburn, VA 20147 11513 Sunset Hills Rd., Reston, VA 20190	Equinix Flex Data Center
IAD3	12100 Sunrise Valley Dr., Reston, VA 20190	Coresite
IAD4	13873 Park Center Rd #75, Herndon, VA 20171	Atlantic Metro
IAD5 IAD6	21635 Red Rum, Ashburn, VA 7990 Quantum Dr, Vienna, VA 22182	zColo Element Critical
IAD7	44664 Guilford Dr, Ashburn, VA, 20147	Raging Wire
IAD8	1275 K st NW Washington DC	Coresite
IAD9	9651 Hornbaker Road Manassas, VA 20109	COPT
Illinois		
ORD0	350 E Cermak Rd, 2nd Floor, Chicago, IL 60616	DRT
ORD1	350 E Cermak Rd, 6th floor , Chicago, IL	Equinix
ORD3	725 S Wells, Chicago, IL 60607	Steadfast
Texas		
DFW1	1950 N. Stemmons Fwy., Dallas, TX 75207	Equinix
DFW2	2323 Bryan St, Dallas, TX 75201	TelX
DFW3	1100 Empire Central Place Dallas, TX 75247	zColo
California		
LAX0	One Wilshire Blvd, Los Angeles, CA 90017	Coresite
LAX1	600 W. 7th St., Los Angeles, CA 90017	Equinix
LAX2 LAX3	One Wilshire Blvd, Los Angeles, CA 90017 900 N. Alameda, Los Angeles, CA 90012	Coresite Coresite
LAX4	626 Wilshire Blvd, Los Angeles, CA 90017	Telehouse
LAX5	1920 East Maple Avenue, El Segundo, CA 90245	Equinix
SJC1 SJC2	55 S. Market St., San Jose, CA 95113 1360 Kifer Road, Sunnyvale, CA 94086	Coresite Element Critical
SJC3	11 Great Oaks Blvd. San Jose CA 95119	Equinix
SJC4	2972 Stender Way, Santa Clara, CA 95054	Coresite
Florida		
MIA2	36 N.E. 2nd St Suite 600 Miami, FL 33132	DRT
MIA3	50 NE 9th St, Miami, FL 33132	Equinix
Washington		
SEA1	2001 6th Ave, Seattle, WA 98121	zColo

SEA2	3311 S 120th Pl, Tukwila, WA 98168	Sabey Data Centers
SEA3	2200 M St NE, Building C, Quincy, WA 98848	Sabey Data Centers
SEA4 SEA5	422 W Riverside Ave, Spokane, WA 3355 35th Ave S, Tukwila, WA 98168	zColo Sabey Data Centers
SEA6	921 SW Washington St, Portland, OR	zColo
SEA7	3433 South 120th Place , Tukwila 98168	Sabey Data Centers
Pennsylvania		
PHL1	401 North Broad St Philadelphia , PA 19108	Netrality
massachusetts		
BOS1	1 Summer St, Boston, MA 02110	Markley Group
Minnesota		
MSP1	401 Bielenberg Dr., Woodbury, MN 55125	Irongate Data Centers
Sydney, Australia		
SYD1	200 Bourke Rd, Alexandria, NSW 2015, Australia	Equinix
Singapore		
SG3	26A Ayer Rajah Crescent, 139963, Singapore	Equinix
London, UK		
LON1	8 Buckingham Avenue, Slough Trading Estate Slough Berkshire SL1 4AX United Kingdom	Equinix
Frankfurt, Germany		
FRA1	Laerchenstrasse 110, Frankfurt Griesheim, Germany, 65933	Equinix
Tokyo, Japan		
NRT1	1-10-19, Edagawa, Koto-ku, Tokyo, Japan 135-0051	Equinix
Auckland, New Zealand		
AKL1	60 Airedale St., Auckland, 1010 New Zealand	
Moscow, Russia		
SVO1	Aviamotornaya Street 69, Moscow, Russia	HOSTKEY

Table 2 - AGG - Aggregate Locations - Treated as On-Net - 12 month

Interface speed	Minimum Committed Data Rate	Contract Term	Monthly Price for Committed Bandwidth - per Mbps	D-DoS Scrubbed Bandwidth Price - per Mbps (Optional)	Burst Price - per Mbps	Non-Recurring fees and charges (describe)	Comments
n x 100G							

100G	100G	12 months	\$0.18	\$0.22	N/A	\$2,500	AGG Locations Only
100G	20G	12 months	\$0.30	\$0.55	\$0.35	\$2,500	AGG Locations Only
n x 10G							
10G	10G	12 months	\$0.35	\$0.55	N/A	\$500	AGG Locations Only
10G	5G	12 months	\$0.75	\$1.00	\$0.80	\$500	AGG Locations Only
10G	2G	12 months	\$1.50	\$1.75	\$1.55	\$500	AGG Locations Only
10G	1G	12 months	\$1.75	\$2.00	\$1.80	\$250	AGG Locations Only
1G	1G	12 months	\$1.75	\$2.00	N/A	\$250	AGG Locations Only
1G	500M	12 months	\$2.25	\$2.50	\$2.30	\$250	AGG Locations Only

Table 3 - AGG - Aggregate Locations - Treated as On-Net - 24 mo

Interface speed	Minimum Committed Data Rate	Contract Term	Monthly Price for Committed Bandwidth - per Mbps	D-DoS Scrubbed Bandwidth Price - per Mbps	Burst Price - per Mbps	Non-Recurring fees and charges	Comments
n x 100G							
100G	100G	24 months	\$0.12	\$0.22	N/A	\$2,500	AGG Locations Only
100G	20G	24 months	\$0.30	\$0.55	\$0.35	\$2,500	AGG Locations Only
n x 10G							
10G	10G	24 months	\$0.35	\$0.55	N/A	\$500	AGG Locations Only
10G	5G	24 months	\$0.75	\$1.00	\$0.80	\$500	AGG Locations Only
10G	2G	24 months	\$1.50	\$1.75	\$1.55	\$500	AGG Locations Only
10G	1G	24 months	\$1.75	\$2.00	\$1.80	\$250	AGG Locations Only
1G	1G	24 months	\$1.75	\$2.00	N/A	\$250	AGG Locations Only
1G	500M	24 months	\$2.25	\$2.50	\$2.25	\$250	AGG Locations Only

Table 4 - AGG - Aggregate Locations - Treated as On-Net - 36 month

Interface speed	Minimum Committed Data Rate	Contract Term	Monthly Price for Committed Bandwidth - per Mbps	D-DoS Scrubbed Bandwidth Price - per Mbps (Optional)	Burst Price - per Mbps	Non-Recurring fees and charges (describe)	Comments
n x 100G							
100G	100G	36 months	\$0.10	\$0.22	N/A	\$2,500	AGG Locations Only
100G	20G	36 months	\$0.18	\$0.55	\$0.35	\$2,500	AGG Locations Only

n x 10G							
10G	10G	36 months	\$0.30	\$0.55	N/A	\$500	AGG Locations Only
10G	5G	36 months	\$0.60	\$1.00	\$0.65	\$500	AGG Locations Only
10G	2G	36 months	\$1.25	\$1.75	\$1.30	\$500	AGG Locations Only
10G	1G	36 months	\$1.75	\$2.00	\$1.80	\$250	AGG Locations Only
1G	1G	36 months	\$1.75	\$2.00	N/A	\$250	AGG Locations Only
1G	500M	36 months	\$2.25	\$2.50	\$2.25	\$250	AGG Locations Only

Table 5 - CDR - CDR Capped Locations (loop required) – 12 Months

Interface speed	Committed Data Rate	Contract Term	Monthly Price for Commit - per Mbps	D-DoS Scrubbed Bandwidth Price - per Mbps	Burst Price - per Mbps	Non-Recurring fees and charges	Comments
n x 100G							
100G	100G	12 months	\$0.45	\$0.55	N/A	\$2,500	CDR Locations Only
100G	20G	12 months	\$0.55	\$0.65	N/A	\$2,500	CDR Locations Only
n x 10G							
10G	10G	12 months	\$0.75	\$0.55	N/A	\$500	CDR Locations Only
10G	5G	12 months	\$1.25	\$1.35	N/A	\$500	CDR Locations Only
10G	2G	12 months	\$1.50	\$1.75	N/A	\$500	CDR Locations Only
10G	1G	12 months	\$1.75	\$1.85	N/A	\$250	CDR Locations Only
1G	1G	12 months	\$1.75	\$2.00	N/A	\$250	CDR Locations Only
1G	500M	12 months	\$2.25	\$2.50	N/A	\$250	CDR Locations Only

Table 6 - CDR - CDR Capped Locations (loop required) – 36 Months

Interface Speed	Committed Data Rate	Contract Term (Optional pricing for multi-year terms)	Monthly Price for Commit - per Mbps	D-DoS Scrubbed Bandwidth Price - per Mbps	Burst Price - per Mbps	Non-Recurring fees and charges	Comments
n x 100G							
100G	100G	36	\$0.25	\$0.55	N/A	\$2,500	CDR Locations Only
100G	20G	36	\$0.50	\$0.65	N/A	\$2,500	CDR Locations Only
n x 10G							
10G	10G	36	\$0.52	\$0.55	N/A	\$500	CDR Locations Only
10G	5G	36	\$0.88	\$1.35	N/A	\$500	CDR Locations Only
10G	2G	36	\$1.25	\$1.75	N/A	\$500	CDR Locations Only
10G	1G	36	\$1.65	\$1.85	N/A	\$250	CDR Locations Only
1G	1G	36	\$1.69	\$2.00	N/A	\$250	CDR Locations Only
1G	500M	36	\$2.25	\$2.50	N/A	\$250	CDR Locations Only

Quilt Program Aggregated Discount Table

Quilt Aggregate Bandwidth Tier		Additional Discount Percentage off of pricing on provided in Tables 1-3	Exceptions
Minimum Gbps	Maximum Gbps		
0*	49	See above table	
50	100	3%	CDR Locations less than 1G or less than 36 month terms
101	200	4%	CDR Locations less than 1G or less than 36 month terms
201	300	5%	CDR Locations less than 1G or less than 36 month terms
301	400	6%	CDR Locations less than 1G or less than 36 month terms
401	500	6.5%	CDR Locations less than 1G or less than 36 month terms
501	1 Tbps	7%	CDR Locations less than 1G or less than 36 month terms

Tiered Aggregation Usage Review

*This tier represents the Quilt's current reported tier with 16.5Gbps of aggregated committed bandwidth by Authorized Quilt Buyers for existing contracts. As long as these purchases remain in-tact and priced as contracted through existing terms, Atlantic Metro will count these purchases toward Quilt aggregated bandwidth.

When the collective committed traffic purchases from Authorized Quilt Buyers reaches an aggregation level of 50Gbps, all AQB's will receive an additional 3% discount. An additional 4% discount will be given when 100Gbps in aggregate is reached. These discounts will be automatically applied on a prospective basis within 1-2 billing cycles once new aggregated commitment level is achieved.

Committed bandwidth from CDR sites for 1G bandwidth and above can commit toward the program aggregation of committed bandwidth under 36-month term contracts.

EXHIBIT C

Administrative Procedures

Provider will establish a Provider Team dedicated to servicing the Quilt Agreement and Authorized Quilt Buyers. The Provider Team will have a lead person that will be the primary contact for non-technical issues.

The Provider Team may directly contact Authorized Quilt Buyers regarding their services, both in a sales mode and an on-going customer management mode.

Authorized Quilt Buyers may directly contact the Provider Team to get information about services. The Provider Team will refer the Authorized Quilt Buyers to their local team after validation of participation in the Quilt. The Authorized Quilt Buyer may already be in contact with their local team; however, to participate in the Quilt MSA they must first contact the Provider Team.

The Quilt will establish a dedicated liaison (Quilt Liaison) to be the administrative point of contact for the oversight, management, and administration of the Quilt Agreement. The Quilt Liaison will be a point of contact for Authorized Quilt Buyers to get information about processes and procedures associated with purchases made through the Quilt Agreement. They will also be available as a point of escalation in the event of unresolved problems with services from Provider.

The Provider Team is responsible for providing information to the Quilt Liaison and Quilt President and CEO to ensure the Quilt Agreement is being implemented correctly. The AQP must deliver to the Quilt Liaison on the first of every calendar quarter an Excel report containing the following information for every AQB purchasing services from the AQP under the Quilt agreement.

- Contract execution date
- Contract term
- Physical circuit being purchased
- Committed bandwidth
- Contracted price/Mb

Non-technical Problem resolution:

Authorized Quilt Buyers will use the Provider Team to address and handle problems as a first point of contact. If response is lacking or not acceptable, the Authorized Quilt Buyer should notify and work with the Quilt Liaison to get resolution.

Technical Problem resolution:

Authorized Quilt Buyers will be provided with full contact to technical problem reporting services through the Provider. Provider trouble tickets will be issued to the Authorized Quilt Buyer's approved contacts. In the event that Authorized Quilt Buyers do not get appropriate technical response/resolution, their next point of escalation is the Provider

Team Primary Contact. If they still do not get appropriate response, they should next inform the Quilt Liaison to assist in getting a response.

PROVIDER TEAM

Primary Contact

Name	Donna Mooney
Title	Sales Director
Organization	Atlantic Metro
Phone	212-792-9950, ext. 119
Email	dmooney@atlanticmetro.net
Cell Phone	908-752-1454

Backup Contact

Name	Steve Oakie
Title	VP Sales
Organization	Atlantic Metro
Phone	212-792-9950 ext. 118
Email	soakie@atlanticmetro.net
Cell Phone	873-879-5141

Primary Technical Contact

Name	Stephen Klenert
Title	CSO
Organization	Atlantic Metro
Phone	212-792-9950 ext. 113
Email	sklenert@atlanticmetro.net
Cell Phone	609-510-3665

QUILT LIAISON

Name	Bruce Tyrrell
Title	AVP, Programs and Services
Organization	NJEdge
Phone	
Email	tyrrell@njedge.net
Cell Phone	609-276-6928

Exhibit D
Atlantic Metro Acceptable Use Policy (AUP)

I. Purpose

The purpose of this policy is to outline the acceptable use of hosting, dedicated server, colocation, voice and networking services with Atlantic Metro Communications (herein “AMC”). These rules are in place to protect AMC and its customers. Inappropriate use exposes AMC to risks including compromise of network systems and services and legal issues. All services provided by AMC are to be used for lawful purposes only.

II. Unacceptable Use

The following activities are, in general, prohibited. Under no circumstances is the customer authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing AMC-owned resources, including but not limited to AMC’s servers, customer’s colocated servers while residing in AMC’s facility and on AMC’s network.

AMC will be the sole arbiter as to what constitutes unacceptable use. If in doubt, please contact AMC before proceeding.

The following activities are strictly prohibited, with no exceptions:

A. Copyrighted Materials and Content:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by the customer.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the customer or the end user does not have an active license is strictly prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is strictly prohibited.

B. System and Network Activities:

- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing your account password to others or allowing use of your account by others that are not a direct member of your company. This includes family and other household members when work is being done at home.

- Using a AMC computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any AMC's server or network.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the customer is not an intended recipient or logging into a server or account that the customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Port scanning or security scanning is expressly prohibited unless prior notification to AMC is made and accepted.
- Executing any form of network monitoring which will intercept data not intended for the customer's account/host.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the customer's account/host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet.
- Running any IRC related scripts or programs, including but not limited to irc daemons (linked or unlinked), irc bots, bnc relays.
- Running any process / daemon / service in the background on AMC's shared server without prior approval.
- On AMC's shared server, running CGI or server-side scripts or programs, intentionally or otherwise using excessive amount of system resources or causing degradation of server performance. Any such process will be terminated without prior warning or notice. AMC will be the sole arbiter of what constitutes excessive use of system resources and degraded server performance.
- Accessing system files or files that do not belong to the customer.

C. Email and Communications Activities:

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within AMC's networks or other Internet service providers on behalf of, or to advertise, any service hosted by AMC or connected via AMC's network.

- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

III. Additional Policies

AMC reserves the right to make adjustments to this document without warning or notice. It is the users responsibility to stay current with this policy.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Atlantic Metro Communications cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because Atlantic Metro cannot monitor or censor the Internet, and will not attempt to do so, Atlantic Metro cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.