

# INTERNET ACCESS POLICY

1. **DOMAIN NAME SERVICE** Domain Name Service ("DNS") is a corner stone capability/requirement in any use of the Internet. Domain names and DNS servers are essential to the proper function of anyone who uses or provides services via the Internet. As specified by Internet RFC's 1034 and 1035, "There must be a valid Internet Domain Name attached to any network connected to the Internet." As such, Customer must have a registered Internet Domain Name before INTEGRA can host primary DNS for Customer's network, or provide secondary DNS for Customer's network.

2. **ROUTING ABILITY ON THE INTERNET** Customer acknowledges and recognizes that the Internet is a world-wide interconnection of privately owned networks and as such, the ability to route or transmit or receive messages, data and/or files is limited to the capabilities of the various systems and the individual policies of the network owners. INTEGRA will maintain its own network in its sole discretion, and in a fashion that will provide the necessary bandwidth to carry Customer's contracted traffic in an efficient manner. INTEGRA will filter non-aggregated routes at a level that is consistent with best engineering practices and enhances INTEGRA's network stability. While INTEGRA strives to deliver as near error free transmission and access Services as reasonably possible, it accepts no responsibility for failure of routes, connections, packet loss or router/server rejections that are beyond its control. INTEGRA, from time to time, purchases network access from other national service providers to facilitate its own deployed backbone networks. Because the information flow and network traffic changes dynamically, INTEGRA may find it necessary to rebalance its own backbone to provide efficient routing capabilities. These changes may impact the routing paths that a Customer's information uses to enter or exit INTEGRA's network. For these reasons, INTEGRA does not guarantee specific network entrance or exit points.

3. **DEMONSTRATION OF A WORKING CONNECTION** INTEGRA will use the following methods to demonstrate that its Internet data network is functioning between INTEGRA equipment and Customer's equipment, as specified. These methods will determine whether INTEGRA has met its obligations to provide a working interconnection with INTEGRA's routing equipment:

(a) Internet Access Services.

(i) If Customer has no terminating equipment installed at Customer's end of the circuit, Customer or INTEGRA will provide an electrical loopback at the furthest reasonable point. INTEGRA will transmit a properly framed signal to the loopback and will monitor the returned data for proper timing and framing. This demonstrates a functioning circuit.

(ii) If Customer installs a CSU/DSU, INTEGRA will send a loopup command to the CSU/DSU and will perform the same tests as in 6(a)(i) above, provided the CSU/DSU responds to the loopup command.

(iii) If Customer has a working router attached to the CSU/DSU, INTEGRA will perform the tests in 6(a)(ii), and INTEGRA will send data grams to the router and watch for them to be echoed back without errors. If the physical link tests good and the datagrams return without error, then INTEGRA has met its obligation for connectivity between Customers location and INTEGRA's terminating equipment.

4. **DEMONSTRATION OF ROUTING IN INTEGRA'S AUTONOMOUS SYSTEM**

INTEGRA requires that Customer uses static routing protocol according to the specifications contained in RFC1812. BGP4 routing protocol may be used if approved by INTEGRA's Data Engineering department in writing prior to implementation and use of the BGP4 protocol. If BGP4 is approved, Customer will be allowed to transit Customer's approved autonomous system number across INTEGRA's network. Requests to transit any additional autonomous system numbers across INTEGRA's network may be approved on a case-by-case basis and for a fee to be determined at the time of request. INTEGRA will broadcast its BGP4 information to its network neighbors according to specifications contained in RFC1267. Customer may request that INTEGRA respond to route failures. If the failure is caused by Customer's network, this Customer will be charged time and materials at INTEGRA's prevailing rates.

5. **RIGHTS AND OBLIGATIONS OF CUSTOMER**

(a) Customer shall, at Customer's expense, undertake all necessary preparation required to comply with INTEGRA's installation and maintenance instructions. Customer is responsible for obtaining IP addresses prior to order completion. IP addresses may be obtained either from the ARIN at ARIN.net directly or via INTEGRA. Clients must either complete the appropriate ARIN template located at the Internet address <http://www.arin.net/library/templates/net-isp.txt> for ISP's, <http://www.arin.net/library/templates/net-end-user.txt> for other users, or follow the instructions located on the Internet at <http://www.integratecom.com/ip>. All IP address space allocated or assigned by INTEGRA is non-portable. Renumbering IP networks is considered a part of normal network management activities. All costs associated with all such renumbering activities, whether voluntary or involuntary, are solely the responsibility of Customer. Customer's failure to obtain IP addresses prior to the installation and testing of Services does not release Customer from its obligation to accept such Services. In addition, if INTEGRA supplies routers or other equipment to Customer as part of INTEGRA Services ("Equipment"), Customer shall be responsible for the costs of relocation of such Equipment once installed by INTEGRA, and shall provide to INTEGRA and suppliers of communications lines reasonable access to Customer's premises to maintain such Equipment or to perform any acts required by this Agreement.

(b) Customer shall maintain a deliverable hostmaster@[Customer's Internet Domain Name] mailbox, and agrees to actively review said mailbox on a regular basis.

(c) Customer shall maintain a deliverable postmaster@[Customer's Internet Domain Name] mailbox, and agrees to actively review said mailbox on a regular basis.

(d) Customer shall maintain a deliverable abuse@[Customer's Internet Domain Name] mailbox and to review and respond to messages received no less frequently than once per business day.

(e) Customer understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customer and End users and authorized users access such materials at their own risk. INTEGRA has no control over and accepts no responsibility whatsoever for such materials.

(f) Neither INTEGRA nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components.

(g) INTEGRA has no obligation to monitor the Service. However, Customer agrees that INTEGRA has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. As provided above, INTEGRA will monitor the transmission of the Service. However, INTEGRA will not monitor the content of any of the Service, including, but not limited to, any private electronic-mail messages. INTEGRA reserves the right to refuse to post or to remove any information or materials, in whole or in part, that are in violation of this Agreement.

(h) **INTEGRA does not guarantee sequential delivery of datagrams. Packet loss and latency are inherent in IP design. INTEGRA will use reasonable efforts to maintain delivery of streaming media through User Datagram Protocol ("UDP").**