



## **DRIVE Network Acceptable Use Policy**

1. Participation in the DRIVE Wireless Network is available to Wireless Internet Service Providers and their customers, (User(s)) pursuant to the agreement(s) between them and DRIVE, a Pennsylvania economic development council of governments with a main place of business at 418 Railroad Street, Suite 101, Danville, PA 17821.
2. Users shall seek to ensure that the expected traffic over the DRIVE Network will conform to the DRIVE Network AUP. The DRIVE Network AUP may be modified from time to time by DRIVE. Each participant shall inform the persons to whom it has provided access about the DRIVE Network AUP.
3. DRIVE reserves the right to interrupt, suspend or reduce service to Users when such action is necessary in DRIVE's sole judgment. DRIVE will endeavor where reasonably possible to provide advance notice to the User of any such interruption suspension, or reduction. As soon as possible following the interruption, suspension, or reduction DRIVE will contact Users in an attempt to resolve any problems and restore service. If requested by DRIVE, Users agree to temporarily suspend some or all of its traffic and collaborate to resolve any problems. Notwithstanding any other provision of these terms of participation, DRIVE shall not be liable to Users or any other person for any error in transmission or for any interruption or termination of participation, either partial or total, either intentional or accidental (including any error, interruption or termination due to the deliberate misconduct or negligence of any person), whether or not prior notice of any such interruption or termination has been given.
4. Users are responsible for all arrangements, both contractual and physical, for establishing its connection to the DRIVE Network. Such arrangements include, but are not limited to, providing, operating, and maintaining the equipment necessary for connection to the DRIVE Network. Although such arrangements are Users responsibility, DRIVE will provide advice and assistance as available, and DRIVE has the right to object to any arrangement that it deems inconsistent with the objectives or the successful operation of the DRIVE Network. DRIVE will be responsible for verifying all acceptable connections between customer premises equipment and the network and initiating service.
5. Users are responsible for establishing and maintaining their own access security, including the security of user identification, passwords, and any other confidential information related to their use of the DRIVE Network. Users security standards for access to the DRIVE Network must conform to the DRIVE Network AUP.
6. Users shall promptly notify DRIVE of any known or suspected unauthorized use of its access to the DRIVE Network and of any known or suspected breach of security. The

DRIVE Network Operations Center (“DRIVE NOC”) will notify Users of any known breach of or challenge to the DRIVE Network potentially affecting them.

7. Users shall promptly notify DRIVE (via the DRIVE NOC) of errors, system failures, or other interruptions in service of the DRIVE Network.
8. The DRIVE network is provided on an as is, as available basis, without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. DRIVE expressly disclaims any representation or warranty that the DRIVE network will be error-free, secure, or uninterrupted. No statement, oral or written, given by DRIVE, any of its employees, or any other person will create a warranty, nor may any participant rely on any such statement for any purpose.
9. Users may not assign any of their rights or obligations under the Master Service Agreement or services agreement to any other person without DRIVE’s written consent.

DRAFT