

Bandwidth Limitations and Other Important Terms of Use

Wave Broadband offers multiple packages of High Speed Data (HSD) Service with varying speeds, features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current terms of use set forth in Wave Broadband's Residential Services Subscriber Agreement ("RSSA") and Acceptable Use Policy ("AUP") (the RSSA and AUP are posted at www.wavebroadband.com or on an alternative website, if we so notify you, and may be revised by us from time to time) and other terms of use that correspond with the package of HSD Service you selected.

In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the HSD Service, nor represent (in Wave Broadband's sole judgment) an unusually great burden on our network itself. By way of example, common activities that may cause excessive bandwidth consumption in violation of our terms of use include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol, (ii) peer-to-peer applications, and (iii) newsgroups.

In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede Wave Broadband's ability to deliver the Service and monitor the HSD Service, backbone, network nodes, and/or other network services. Your use of excessive bandwidth as determined by Wave Broadband, may result in the termination or suspension of your HSD Service, or require you to upgrade the HSD Service and/or pay additional fees if you wish to continue to use the HSD Service at higher bandwidth consumption levels.

You understand and agree that the actual throughput rate you may experience at any time will vary based on numerous factors, such as the condition of wiring at your location, computer configurations, Internet and network congestion and management, the time of day at which the HSD Service is used, and the website servers you access, among other factors.

Each tier of HSD Service includes an allotment of bandwidth consumption (downstream or downloading and upstream or uploading are aggregated for purposes of determining your consumption) that you may use during each calendar month at no additional charge. You agree that you will pay for additional bandwidth consumed beyond that allotment at the rates posted at www.wavebroadband.com. Unused bandwidth from your allotment expires at the end of your billing cycle and does not carry over to subsequent billing cycles.

You agree Wave Broadband may change these and other applicable limits or terms of any tiers by amending the prices, aspects and features of the HSD Service set forth at www.wavebroadband.com at any time and from time to time. Your continued use of the HSD Service will constitute acceptance of any new and revised limits and terms.

It is your responsibility to monitor and manage your bandwidth usage, which you may check using the online usage monitor available after logging into your account at <https://secure.wavecable.com/iam/>.