ACCEPTABLE USE POLICY

The following "Acceptable Use Policy" (the "AUP") is incorporated into each Services Agreement and/or Change Order Agreement and/or any other agreement between Edge Communications Solutions, LLC ("Edge") and the Customer (the "Agreement"); the defined terms of each such Agreement are incorporated herein by reference.

1. Purpose of AUP. Edge created the AUP to enhance and protect the use of the Internet and the Services. The AUP details when and under what circumstances Edge may suspend or terminate Customer use of Services. By using the Services, the Customer consents and agrees to be governed by the AUP.

2. EDGE MAY MODIFY THE AUP AT ANY TIME, EFFECTIVE UPON THE SOONER OF POSTING THE MODIFIED AUP ON THE EDGE WEB SITE OR BY PROVIDING WRITTEN NOTICE TO THE CUSTOMER. THE CUSTOMER AGREES TO COMPLY WITH ANY SUCH MODIFIED AUP AND AGREES TO REVIEW THE AUP REGULARLY.

3. General Use. The Customer agrees to use the Services only in a manner that is consistent with the AUP. The Customer will not engage in any activity (whether legal or illegal) that results in harm to Edge, the Services, or any other user, or that interferes with Edge's provision of, or any user's use or enjoyment of, any of the Services. In addition to the foregoing, the Customer will not engage in any of the content prohibitions defined and described hereinafter.

4. Content Generally. Edge reserves the right, but is not obligated, to immediately suspend or terminate the Customer's access to and/or use of any or all of the Services at any time, if Edge determines, in its sole discretion, the Customer's actions or conduct in using the Services violates any of the following prohibitions under the AUP:

    4.1. Content Harmful or Offensive to Third Parties. The Customer shall not upload, download, post, send, distribute, display, forward, store, publish, or otherwise transmit (individually and collectively defined as "Disclose") any message, data, information, image, text, or other material (individually and collectively defined as "Content") that, in Edge's sole determination and discretion, is deemed unlawful, libelous, defamatory, slanderous, obscene, pornographic, indecent, lewd, harassing, threatening, stalking, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties.

    4.2. Unlawful Content. The Customer will not Disclose any Content that would constitute or encourage a criminal offense, violate the rights of any party, would create liability, or violate any local, state, federal, or international law.

    4.3. Infringing Content. The Customer will not Disclose any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. The Customer understands and agrees that infringement may result from the unauthorized copying, posting, sharing, or distributing of ringtones, graphics, pictures, photographs, logos, software, articles, music, or videos.

    4.4. Harassing Content. The Customer will not send any harassing email, text message, or multimedia message using language, images, frequency, or size.

    4.5. Impersonation. The Customer will not impersonate any person, entity, or otherwise misrepresent an affiliation with any person or entity, or provide false data on any signup form, contract, or online application, including, but not limited to, fraudulent use of credit card numbers or information.

    4.6. Interference. The Customer will not interfere with the use by others of the Services.

    4.7. Deceptive Content or Spam. When using email, text messaging services, or multimedia messaging services, the Customer will not Disclose any deceptive content, including, without limitation: (a) pyramid or other schemes, offerings, (b) fraudulent goods, services, or promotions, or (c) messages with falsified, hidden, or misleading headers or addresses.

4.8. Violating Privacy. The Customer will not:

(a) Disclose any form of unsolicited "spam" (defined as electronic messages sent to multiple email addresses or devices where the recipient has not consented to receive such messages, except messages whose primary purpose is to facilitate, complete, confirm, provide, or request information about a commercial transaction, an existing employment relationship, or an existing commercial relationship that the recipient has previously agreed to enter into with the sender);
(b) Disclose an unsolicited advertisement to a facsimile machine or any other device capable of receiving facsimiles without the prior express consent of the recipient;
(c) make any call that is prohibited under the Telephone Consumer Protection Act (47 U.S.C. § 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 1601-1608), or the Federal Trade Commission's amended Telemarketing Sales Rule, or that otherwise violates any laws or regulations;
(d) harvest personal information about other users, including Internet addresses, without the prior express consent of such users;
(e) gather or use, without prior express consent, contact information that is made available through the Services for the further purpose of transmitting unsolicited mass communications, whether through email, direct mail, telephone, or facsimile;
(f) send unsolicited bulk email, texts, or messaging; or
(g) invade, or facilitate the invasion of, the privacy of any third party in any way.

4.9. Excess Messages. The Customer will not Disclose any email, text messages, or multimedia messages in a volume that is excessive or places a burden on the network or systems of Edge or any other provider.

4.10. Unapproved promotions or Advertising of Goods or Services. Without the prior written permission of Edge, which permission may be withheld in the sole discretion of Edge, the Customer will not Disclose, using any of the Services: (a) any unsolicited promotions of goods or services, and (b) any advertising, promotional materials, or other solicitation of other users for goods or services.

4.11. Advertising Unlawful Products. The Customer will not advertise (including, without limitation, by hosting a Web site), transmit, or otherwise make available any software, program, product, or service that violates the law or the AUP, which facilitates spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

4.12. Content Harmful to Other Systems. The Customer will not Disclose harmful Content, including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer-programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or personal information.

5. Network Usage Prohibitions. Violations by the Customer of security relating to the network and/or systems of the Services are prohibited and may result in criminal and civil liability. Edge may determine, in Edge's sole judgment, whether any of the Customer's actions or conduct in connection with the use of the Services constitute security violations. Edge shall have the right to investigate incidents involving such alleged violations which may involve cooperation with law-enforcement authorities if a criminal violation is suspected. Examples of such security violations include, without limitation, the following conduct or actions:

5.1. Modifications to Transmissions. The installation of any amplifiers, enhancers, repeaters, or other devices that modify, disrupt, or interfere in any way with any radio frequency licensed to Edge to provide the Services.

5.2. Hacking. Unauthorized access to or use of data, including, without limitation, any attempt to circumvent user authentication or security of any host, network, or account, hacking, cracking, port scans, or flood pings, unauthorized monitoring of data or traffic, interfering with service to any user, host, system, or network,

conducting denial of service attacks, distributing or introducing viruses, Trojan horses, worms or other harmful software, or any other any attempt to disrupt any service.

5.3. Interception. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the network or system.

5.4. Intentional Interference. Interference with any of the Services, including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, or broadcast attacks.

5.5. Falsification of Origin. Forging any TCP-IP packet header, email header, or any part of a message header, but not including the use of aliases or anonymous remailers.

5.6. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on the Services.

5.7. Excessive Use. Consuming excessive resources of the Services, including CPU time, memory, disk space, or session time, or using resource-intensive programs that negatively impact other users or the performance of the network and system supporting the Services.

5.8. Sharing Passwords. Sharing passwords or accounts of others without their express consent.

5.9. Misuse of Software. Using any Software downloaded from or provided by Edge in any manner other than in accordance with the end-user license agreement accompanying the Software.

5.10. Misuse of Equipment. Using Equipment in a manner inconsistent with the uses contemplated under the Agreement, including, without limitation, moving it to another location, disassembling the Equipment, removing the Equipment's internal cards, modifying the Equipment's internal software, cabling the Equipment to additional business locations, or attaching other equipment to any UPS (uninterruptable power supply) provided with the Equipment.

5.11. Violation of Law. Violating any local, state, federal, or international law, statute, agency decision, regulation, ordinance, executive order, or any other legally-binding governmental directive, including, without limitation, the federal CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713, 18 U.S.C. § 1037), the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.), the Telephone Consumer Protection Act (47 U.S.C. § 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 1601-1608), and/or the Federal Trade Commission's amended Telemarketing Sales Rule.

6. Voice Service Plans. Voice service plans offered by Edge may be used for 1+ domestic direct-dialed, live-voice local, long distance and international calls. Voice service plans cannot be used with call centers, auto-dialers, or any similar types of devices, modems, data transmission, or similar equipment, broadcast fax transmissions, or Centrex, foreign exchange, public telephone, ISDN, or the equivalents of any such services. Users that aggregate end-user traffic are not eligible for voice service plans. Voice service plans do not include 900-number calls, directory assistance, or operator services. Edge reserves the right to deny, limit, or terminate any voice service plan, without notice, of anyone who uses the voice service plan in any manner prohibited above or whose usage adversely impacts the network, systems, or service levels of Edge. Similarly, Edge reserves the right to deny, limit, or terminate any voice service plan where usage, in Edge's sole judgment, is inconsistent with normal business use or otherwise indicates possible resale, abuse, or automated use of the Services. Voice service plans may be modified or discontinued by Edge at any time.

7. Responsibility of Edge. Edge has no responsibility and assumes no liability for any Content uploaded, transmitted, or downloaded by the Customer or any third party or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity encountered the Customer may encounter while using the Services. As the provider of the Services, Edge is only a service provider and is not liable for any statements, representations, or Content provided by its users in any public forum. Edge does not intend to discourage the Customer from taking controversial

positions or expressing vigorously what may be unpopular views; however, Edge reserves the right to take such action as it deems appropriate in cases where the Services are used to disseminate statements that are offensive or harmful.

8. Enforcement of the AUP. Edge does not actively monitor the Content of Web sites, email, telephone calls, news groups, or other materials created or accessible using the Services and is not responsible for the Content thereof. Edge, however, reserves the right to monitor its Services and to take any action Edge deems appropriate based on information discovered in connection with any such monitoring. Edge may investigate incidents involving alleged violations of the AUP, may cooperate with law-enforcement authorities and other third parties, and may take any action Edge deems appropriate based on information discovered by such investigations. Edge reserves the right, but does not assume the obligation, to strictly enforce the AUP by, without limitation, issuing warnings, suspending or terminating the Services, refusing to transmit, removing, screening, or editing Content prior to delivery, or actively investigating violations and prosecuting them in any court or appropriate venue. Edge may block access to certain categories of numbers (*e.g.*, 976, 900, and certain international destinations) or certain Web sites if, in Edge's sole judgment, Edge is experiencing excessive billing, collection, fraud problems, or other misuse of the network or systems involved with the Services. The Customer acknowledges and agrees that failure by Edge to take action in response to any violation of the AUP by any other user of the Services will not be deemed a waiver of Edge's right to take action in response to any other violation of the AUP. Edge may access, use, and disclose information about the Customer's use of the Services and any Content transmitted by the Customer via the Services to the extent permitted by law, in good faith reliance on legal process (*e.g.*, a lawful subpoena), to enforce or apply the Agreement, to initiate, render, bill, and collect for the Services, to protect Edge's rights or property, to protect users of the Services from fraudulent, abusive or unlawful use of, or subscription to, the Services, or if Edge believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications or records without delay. INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUP OR ANY RELATED POLICY, GUIDELINE, OR AGREEMENT, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY USING THE SERVICES PROVIDED TO THE CUSTOMER, SHALL BE CONSIDERED VIOLATIONS OF THE AUP BY THE CUSTOMER.

9. Customer Responsibility. The Customer is solely liable for any transmissions initiated through the Services and/or any Content the Customer Discloses. Unless the Services legitimately require or allows anonymity, the Customer will always use their real name in online communications. The Customer agrees to indemnify and hold Edge harmless from any claim, action, demand, loss, or damage (including attorneys' fees) made or incurred by any third party arising out of or relating to the Customer's violation of the AUP.

10. Updating the AUP. Edge will revise and update the AUP as and when Edge's business practices change, as technology changes, or as Edge supplements or modifies existing Services. If Edge makes any material changes to the AUP, Edge will post an update notice on Edge's Web Site and change the date of the AUP. The Customer is required to regularly refer back to Edge's Web Site for the latest information and version of the AUP.

11. Reporting Violations. Please report any activity believed to be in violation of the AUP by email to: abuse@edgecommunications.com or mail to:

    Edge Communications
    Attn: AUP Reports of Violations
    Windcrest Drive, Suite 200, Plano, Texas 75024

    Each report must include a valid return address. To enable Edge to independently verify each instance of reported violation, please include, if possible, in the report: (a) the IP address used to commit the alleged violation, (b) the date and time of the alleged violation, and (c) any evidence of the alleged violation including, if applicable, the complete text of the message, including all headers, and not just excerpted parts of the message.

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