

END-USER LICENSE

The following “End-User License” (the “License”) 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 in question are incorporated herein by reference.

1. License for Software. The License (defined hereafter) governs the Customer’s right to use the Edge Gateway Software (“Software”), which includes, among other things, software developed by Edge, material licensed to Edge by third parties, and associated documentation. By accessing, copying, or otherwise using the Software, the Customer acknowledges that the Customer has read the License, understands it, and agrees to be bound by its terms and conditions. If the Customer does not agree with all the terms and conditions of the License, then the Customer agrees to not access or use the Software. Edge will not license the Software to the Customer unless the Customer agrees to all the terms and conditions of the License.
2. Modification of License. EDGE MAY MODIFY THE LICENSE AT ANY TIME, EFFECTIVE UPON THE SOONER OF POSTING THE MODIFIED LICENSE ON THE EDGE WEB SITE OR WRITTEN NOTICE, IF GIVEN, TO THE CUSTOMER. THE CUSTOMER AGREES TO COMPLY WITH SUCH MODIFIED LICENSE AND ARE ADVISED TO REGULARLY ACCESS THE WEB SITE OF EDGE AND REVIEW THE CURRENT VERSION OF LICENSE.
3. Limitations of Grant. Subject to the terms and conditions hereof, Edge grants the Customer a nonexclusive, nontransferable, limited license (the “License”) to use the Software solely in conjunction with the operation of Edge-branded products and hardware under an Edge managed services contract. When and as determined in the sole judgment of Edge, the Customer will receive updates to and/or upgrades of the Software. Any such updates and/or upgrades provided by Edge shall be governed by the terms and conditions of the License. Certain parts of the Software are “Publicly Available Software” or otherwise licensed to the Customer on an “open source” basis; “Publicly Available Software” means:
 - 3.1. any software that contains, or is derived in any manner (in whole or in part) from any software that is distributed as free software or open source software (*e.g.*, Linux), or similar licensing or distribution models thereof;
 - 3.2. any software that requires, as a condition of use, modification, and/or distribution that such software or other software incorporated into, derived from, or distributed with such software:
 - (a) be disclosed or distributed in source code form;
 - (b) be licensed for the purpose of making derivative works; or
 - (c) be redistributable at no charge.
4. Limitations and Restrictions of License. Except as expressly provided herein, the Customer may not, in whole or in part:
 - 4.1. copy the Software;
 - 4.2. distribute copies of the Software, in whole or in part, to any third party;
 - 4.3. modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble, or make derivative works based on the Software, except as otherwise permitted by law;
 - 4.4. attempt to determine or discern the source code for any part or all of the Software;
 - 4.5. attempt to defeat any digital-rights management, security, or anti-piracy protections of the Software;
 - 4.6. use, rent, loan, sub-license, lease, distribute, or attempt to grant other rights to the Software to third parties; or

- 4.7. use the Software to act as a service bureau, or application service provider, or permit access to the Software by any third party.

Nothing in the License shall give the Customer the right or license to use any trademarks used in connection with the Software, including, without limitation, "Edge" and/or any marks of Edge's providers and suppliers. The Customer agrees to promptly notify Edge of any suspected or apparent infringement or unauthorized use of the Intellectual Property.

5. **Proprietary Rights and Confidentiality.** The Software is owned by Edge and/or its providers and suppliers and is protected by copyright, patent, and trade secret laws. The Customer will take any and all steps reasonably necessary to protect the proprietary interests and rights of Edge and Edge's providers and suppliers in the Software relating to and during the Customer's use and possession of the Software, including, but not limited to, maintaining the confidentiality of the Customer's passwords, if any. The Customer will keep the Software confidential and will not disclose or publish it, or any part of it, to others, except as expressly provided in the License. All design elements of the Software, including, but not limited to, the design, text, graphics, interfaces, and the selection and arrangement thereof, are protected by copyrights owned by Edge. All rights not expressly granted in the License are exclusively reserved to Edge. Trademark notices, publications, and product names of unrelated entities are for informational purposes only, are not intended as a claim of right of ownership by Edge, and may be the trademarks of their respective owners.
6. **Remedy for Defect.** The Customer understands and agrees that Edge has no liability for losses or damages arising from or in any way related to use of the Software. If the Software is found to be defective in workmanship or materials and Edge is given notice within 10 days of discovering such defect, the Customer's sole and exclusive remedy, and Edge's sole and exclusive obligation to the Customer, is a replacement of the defective portion of the Software.
7. **The Customer's Warranty and Obligation to Enforce Restrictions.** The Customer warrants that any and all individuals which shall have access to the Software will observe and comply with all the terms and conditions of the License. The Customer shall, at the Customer's own expense, promptly enforce the restrictions in the License against any person who gains access to the Customer's password or copy of the Software, either with the Customer's permission or while under the Customer's supervision and/or control, and who violates such restrictions, by instituting and diligently pursuing all legal and equitable remedies against that person. The Customer agrees to immediately notify Edge in writing of any misuse, misappropriation, or unauthorized disclosure, display, or copying of the Software that may come to the Customer's attention.
8. **Disclaimer of Warranties and Indemnification.** EDGE IS LICENSING THE SOFTWARE ON AN "AS IS" BASIS TO THE CUSTOMER. EDGE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, TIMELINESS, OR ACCURACY FOR ANY PURPOSE OF THE SOFTWARE, ITS OPERATION, OR THE CONTENT THEREIN. EDGE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, ITS OPERATIONS, AND ITS CONTENT, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY SOFTWARE CONTAINED IN THE SOFTWARE.
9. **Limitation of Liability.** IN NO EVENT SHALL EDGE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR OTHER RELATED OR SIMILAR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS, OR REVENUES OF ANY KIND, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE CONNECTED WITH THE USE OF OR INABILITY TO USE THE SOFTWARE. THE LIMITATIONS OF LIABILITY SET FORTH IN THE LICENSE SHALL APPLY:
 - 9.1. REGARDLESS OF THE FORM OF LEGAL ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE; AND
 - 9.2. REGARDLESS OF WHETHER OR NOT DAMAGES WERE FORESEEABLE.

THE LIMITATIONS OF LIABILITY, SET OUT IN THIS SECTION, SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THE LICENSE. ANY DAMAGES ARISING AS A RESULT OF THE USE OF THE SOFTWARE THAT EDGE IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR

OTHERWISE, SHALL BE LIMITED TO THE GREATER OF TWENTY FIVE DOLLARS (\$25.00) OR THE LICENSE FEES ACTUALLY PAID BY THE CUSTOMER TO EDGE UNDER THE LICENSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER UNDER THE LAWS OF THOSE STATES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY TRANSACTION UNDER THE LICENSE, MAY BE BROUGHT BY THE CUSTOMER MORE THAN ONE YEAR AFTER YOU HAVE KNOWLEDGE OF THE OCCURRENCE WHICH GIVES RISE TO THE CAUSE OF SUCH LEGAL ACTION.

10. Indemnity. The Customer agrees to indemnify and hold harmless Edge and Edge's officers, directors, employees, consultants, agents, and anyone providing information or software used in the Software from any breach by the Customer of the License and any and all claims arising from, related to, or incidental to the Customer's use or misuse of the Software or operation of the Software, including, without limitation, damage to any hardware or products caused by the Customer's misuse of the Software.
11. Termination of License. Edge may immediately terminate the License, and exercise any other rights Edge may have, if:
 - 11.1. the Customer breaches a material term of the License; or
 - 11.2. the Customer terminates or suspends their business operations.

Upon termination of the License by Edge, for any reason, the Customer shall promptly return to Edge all equipment containing any Software. All sections of the License that may be reasonably interpreted to survive the termination of the License will survive termination of the License.

12. Governing Law; Statute of Limitations; Venue. The License shall be governed by the provisions "Governing Law", "Statute of Limitations", and "Venue" contained in the "Terms of Service" located at <http://www.edgecommunications.com/pdf/Terms%20of%20Services.pdf>
13. Injunctive Relief. The Customer agrees that, because of the unique nature of the Software, Edge may suffer irreparable injury in the event the Customer fails to comply with any of the terms of the License, and that monetary damages would be inadequate to compensate Edge for any such breach by the Customer; the Customer therefore agrees that Edge will, in addition to any other remedies available to Edge at law or in equity, be entitled to injunctive relief, without the requirement of posting of a bond, to enforce the terms of the License.
14. Export Controls. The Software may not be exported to, downloaded by, or otherwise delivered to a national or resident of any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of "Specially Designated Nationals" or the U.S. Commerce Department's "Table of Denial Orders". By downloading, installing, or using the Software, the Customer is agreeing to the foregoing, and is representing and warranting that the Customer is not located in, under the control of, or a national or resident of any such country or on any such list or table.

//end of document//