

## Acceptable Use Policy

Evolve IP, LLC (“Evolve IP”) has established an Acceptable Use Policy (“AUP”) for the protection of Evolve IP and its customers for use of certain Evolve IP products and Services, including, without limitation, Evolve IP Web sites. Please contact us at [info@evolveip.net](mailto:info@evolveip.net) regarding any questions you may have about our AUP, our products, or our company.

In addition to any other agreements you have entered into with Evolve IP, the following terms and conditions will apply to your use of certain Evolve IP Services.

This is an agreement between you and Evolve IP, LLC (“Evolve IP”) and its employees, officers, affiliates and assigns (jointly “Evolve IP”) regarding your use of all of Evolve IP’s products, Services, or web sites (the “Evolve IP Service” or the “Services”) and the provision by Evolve IP of such Services to you. By using Evolve IP Services, you are consenting to be bound to the terms of this agreement, which shall be referred to as the “Acceptable Use Policy” or “AUP”.

**1. Unlawful or Unacceptable Use of the Evolve IP Services.** While we do not exercise editorial control over the content of any Web site, electronic mail transmission, or other material created or accessible over or through the Services, you may not use, or permit the use of, the Evolve IP Service for unlawful purposes or for purposes that Evolve IP finds unacceptable in its sole discretion. We are a provider of an interactive computing service as set forth the Communications Decency Act, 47 U.S.C. §230 and expressly reserve our rights to not be treated as the publisher or speaker of any information provided by another information content provider on the Evolve IP Web sites or transmitted through the Services. In order to fulfill this obligation, you may not transmit, post, receive, or use the Services to access, in any manner, certain material, which includes but is not limited to the following: threatening, abusive, libelous, defamatory, obscene, pornographic, profane, harmful to minors in any way or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would result in a criminal offense or civil liability, or otherwise violate any local, state, national or international laws or regulations. Moreover, you may not (i) transmit any information or software which contains a virus, worm, Trojan Horse, or other harmful component; (ii) transmit any information, software or other material that is protected by copyright or other proprietary right (including trade secret materials), or derivative works thereof, without obtaining permission of the copyright owner or right holder; (iii) transmit any bulk e-mail, whether or not solicited; or (iv) transmit any unsolicited bulk e-mail (also known as “spam”). You agree to indemnify Evolve IP and hold Evolve IP harmless from any and all claims, damages, losses, and expenses (including attorneys’ fees and expenses) resulting from your use of the Services, whether or not such use is found to be in violation of any statute, rule or regulation. *IMPORTANT NOTE: IF YOU VIOLATE THIS ACCEPTABLE USE POLICY, EVOLVE IP WILL PROVIDE AS MUCH NOTICE AS PRACTICABLE PRIOR TO YOUR SERVICES BEING SUSPENDED. IN THE EVENT OF A SUSPENSION OF SERVICE(S) YOU SHALL HAVE THIRTY (30) DAYS TO CURE THE VIOLATION(S) OF THIS AUP AT THE END OF WHICH THE AFFECTED SERVICE(S) MAY BE TERMINATED IF FAILED TO CURE. IF SERVICES ARE TERMINATED, EARLY TERMINATION CHARGES MAY APPLY.*

**2. Access to Other Networks.** Any time you access another network through the Services, you must comply with that network’s rules and policies. You agree to indemnify Evolve IP and hold Evolve IP harmless from any and all claims, damages, losses, and expenses (including attorney’s fees and expenses) resulting from or allegedly resulting from your access or use of other networks.

**3. Control Over Content.** Evolve IP provides access to various forms of content that are available over the Internet. Evolve IP does not screen in advance any specific information available over the Internet. Evolve IP reserves the right (but does not assume the responsibility) to block or limit access to general categories of content that Evolve IP deems in its sole discretion to be harmful, offensive, or otherwise in violation of this Acceptable Use Policy. Evolve IP shall have no liability for any action or inaction with respect to content received over the Internet. It is your responsibility to control access to information that you might find unsuitable. This includes controlling access by minors through your account. By way the signature of your authorized representative on the Master Services Agreement, you acknowledge receiving this warning and will not hold Evolve IP responsible for language, opinions, discussions or graphics which may be viewed on the Internet. Evolve IP has no obligation to monitor the Internet or any service offered via the Internet, including an Evolve IP Service; however, you agree that Evolve IP has the right to

monitor electronically, from time to time, and to disclose any information as Evolve IP in its sole discretion deems necessary to satisfy any law, to operate its Services properly, or to protect itself or its customers.

**4. Enforceability.** In the event that any portion of this Acceptable Use Policy is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Any failure by Evolve IP to insist upon or enforce strict performance of any provision of this Acceptable Use Policy shall not be construed as a waiver of any provision or right. This Acceptable Use Policy shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ACCEPTABLE USE POLICY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

**5. Miscellaneous.** Notwithstanding the foregoing, Evolve IP reserves the right to take proactive measures and suspend any service and/or take any other action that it deems necessary, in its reasonable discretion, immediately and without notice, with respect to protecting its customers, network, or the public at large. This includes, but is not limited to, suspending individual services or blocking traffic from certain network components or users, blocking traffic from a portion of or an entire IP subnet, or disallowing services from or to any location across the globe in an attempt to prevent unauthorized access to the Evolve IP network.

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