

ACCEPTABLE USE POLICY

Toshiba America Information Systems, Inc. ("Provider") has established this Acceptable Use Policy ("AUP") to advise the users of its network and services ("Users") of the acceptable and prohibited uses of its network and services, including VIPedge services (collectively, the "Services"). Provider's Services must be used only for lawful purposes and for purposes consistent with this AUP. Examples of prohibited use and abuse identified in this AUP are non-exclusive and are provided as guidelines to Users.

1. General. The AUP has been developed to facilitate the following objectives: (i) to clearly establish and identify the guidelines under which the Services may be used; (ii) to ensure the integrity and reliability of the Services; and (iii) to generally define those actions which Provider considers abusive. This AUP shall be applicable to all the Services provided to the User by Provider. By using the Services, the User agrees to comply with the terms of this AUP and to be responsible for all users utilizing the Services. Provider reserves the right to change or modify the terms of the AUP at any time, effective when a revised version of the AUP is provided to User or when posted on Provider's web site, whichever is earlier. User's use of the Services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms. This Policy was last revised on June, 2012.

2. Violation of the AUP. Violation of this AUP is strictly prohibited. In the event of any actual or potential violation or conduct that is otherwise improper or illegal, Provider reserves the right to suspend or terminate any or all the Services. In the event Provider elects to terminate any or all parts of the Services, any penalties associated with early termination of service will apply. Users who violate this AUP also may incur criminal or civil liability. Provider may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with civil or criminal investigations of such violations.

3. Illegal Or Unlawful Use Prohibited.

3.1. The Services and Provider's network may be used only for lawful purposes. Transmission, distribution, storage or export of any material in violation of any applicable law or regulation is prohibited. Users shall not use the Services in order to transmit, distribute or store material: (i) that may adversely impact the Provider's network or the Services Provider provides to any of its customers; (ii) in violation of any law or regulation; or (iii) that may expose Provider to criminal or civil liability. Users are also prohibited from using the Services to violate the AUP of another provider.

3.2. Users shall not create, transmit, upload, post, distribute, facilitate distribution in any manner or store any information, content, or material, including without limitation, text, sounds, data, software, images, communications, or other information which:

- is libelous, defamatory, hateful, constitutes an illegal threat or abuse, is invasive of another's privacy or publicity or harasses or intimidates an individual or a group of individuals on the basis of race, age, ethnicity, sexual orientation, gender, religion or disability or otherwise violates the legal rights of others;

- contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- encourages conduct that would constitute a criminal offense or give rise to civil liability under local, state, federal or international laws;
- violates any guidelines or rules of any other online service provider or interactive service;
- is false, inaccurate or misleading; or
- is obscene, indecent, immoral, pornographic, abusive, hateful, or excessively violent.

4. Intellectual Property Rights of Others.

4.1. The Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

4.2. Copyright Infringement. Provider respects the intellectual property of others and complies with the Digital Millennium Copyright Act ("DMCA"). The DMCA provides very specific requirements that must be followed to notify us that our customers or End Users are engaging in copyright infringement. The requirements are here: <http://www.copyright.gov/title17/92chap5.html> at § 512(c)(3). If you believe that your work has been copied in a way that constitutes copyright infringement, please send notice of your claim to: Provider at abuse.vipedge@tais.toshiba.com.

5. Email and Usenet Abuse.

5.1. The Services shall not be used to send unsolicited mail messages, including, without limitation, commercial advertising and informational announcements. A user shall not use another site's mail server to relay mail without the express permission of the site.

5.2. The Services shall not be used to (i) post the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM"); (ii) send e-mail messages which are excessive and/or intended to harass or annoy others, (iii) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (iv) send malicious e-mail, including, without limitation, "mail-bombing", (v) send or receive e-mail messages in a manner that violates the use policies of any other service provider, or (vi) for exclusive e-mail box storage for data.

5.3. The Services shall not be used to transmit a forged TCP-IP packet header, or any part of the header information, in an email or a newsgroup posting.

5.4. The Services shall not be used in violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

5.5. Users may have access through the Services to USENET, chat areas, bulletin boards, search engines, Web pages, subscription services, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

6. Prohibited Abuse. The following actions are considered by Provider to be "Abuse" and are strictly prohibited:

- Resale of the Services without Provider's express written consent.
- Attempting, or facilitating any attempt to violate the security of any system, network, or service (examples of system or network security violations include, unauthorized access to or use of data (including any attempt to circumvent User authentication or security of any host, network, or account), 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; and any attempt to disrupt any service.
- Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the Services.
- Making 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.
- Users shall not use Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.
- Sharing Service passwords or accounts of others without express consent.
- Consuming excessive resources of the Services, including bandwidth, capacity, CPU time, memory, disk space and session time or using the resource-intensive programs that negatively impact other Users or the performance of Provider's Services, systems or networks.
- Invading, or facilitating the invasion of, the privacy of any third party in any way.

- Using the Services to falsify the identity or contact information of any person.
- Using the Services to harvest, collect, or attempt to collect personal information from anyone without their knowledge or consent, including without limitation, knowingly soliciting or collecting personal information from a minor (anyone under eighteen (18) years old) without appropriate prior verifiable parental consent. Personal information includes but is not limited to, name, address, phone number or e-mail address.

7. Unlimited Voice Plans. Unlimited voice plans are available to Provider's customers who choose the service and pay the applicable fees. Unlimited voice plans apply only to 1+ domestic direct-dialed, live voice long distance calls. Provider unlimited voice services cannot be used with any of the following: call centers; autodialers 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. Customer lines associated with education institutions (colleges, Universities, etc.) or other businesses that aggregate end user traffic are not eligible for unlimited voice plans. Provider's unlimited voice plans do not include multi-party conference calls, 900 number calls, directory assistance, or operator services; additional charges may apply. Provider reserves the right to deny or terminate service, without notice, to anyone who uses Provider's unlimited plans in any manner prohibited above or whose usage adversely impacts our network or service levels. Similarly, Provider reserves the right to deny or terminate Provider's unlimited voice plans where usage, in Provider's sole determination, is inconsistent with normal business use or otherwise indicates possible resale, abuse or automated use of the unlimited voice services, including but not limited to an average of more than 1,200 minutes per channel per month. Provider's unlimited voice plans may be modified or discontinued at any time.

8. User Security. Security of a User's network and systems is the sole responsibility of the User. Any firewalls, firewall configurations, routers and router configurations or any other equipment owned, implemented and maintained by the User (collectively "User Equipment") are the responsibility of the User. Provider is not responsible for any loss of data as a result of a User's selection or method of security or routing configurations. In the event that a User requests that Provider perform any work or maintenance on User Equipment, Provider shall not be responsible for any damages, including loss of data, resulting from such work or maintenance.

9. User Responsibilities. Each User is responsible for providing Provider with reasonable assistance in its investigation and resolution of issues, problems and/or complaints arising out of the use of the Services. Each User is responsible for immediately reporting to Provider any network issue which could compromise the stability, service, security or any use of the Services, including, without limitation, the unauthorized use of a User's authentication information. Each User is entirely responsible for maintaining the confidentiality of its authentication information and account information and is responsible for all activities that occur under its account.

10. Provider Not Obligated to Police. Provider does not review, pre-screen, censor or edit the content of any communications transmitted through or via the Services. Provider does

not review, censor or edit the content of any communications accessible via other networks that may be connected to Provider. Provider does not make any promise, nor does it have any obligation to monitor or police activity occurring via the Services and will have no liability to any party, including Users, for any violation of the AUP.

11. Limitation of Liability. In no event will Provider be liable to any User or a third party for any direct, indirect, incidental, punitive, special or other consequential damages for actions taken or not taken pursuant to this policy, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if Provider was advised of the possibility of such damages. The limitations of liability afforded Provider herein are in addition to any limitations set forth in any written agreement between Provider and the applicable User and will apply whether the action in which recovery is sought is based (a) in contract or tort (including, without limitation, negligence or strict liability), or (b) on any laws or regulations.

12. Complaints. Please report any activity in violation of this Acceptable Use Policy to: abuse.vipedge@tais.toshiba.com or mail to: Toshiba America Information Systems, Telecommunications System Division Attn: Customer Support, 9740 Irvine Blvd., Irvine, California 92618. Each complaint must include a valid return address and enough detail for Toshiba to investigate the complaint.

13. Severability. If any provision of this Policy, or part thereof, is held to be illegal, invalid or unenforceable by a tribunal of competent jurisdiction, then the remaining provisions, or parts thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Policy shall be replaced by a valid provision which will implement the purpose of the illegal, invalid or unenforceable provision.

14. Governing Law. Unless otherwise agreed in the Customer Agreement, User's use of the Services and all disputes arising from or relating to this AUP shall be construed and enforced in accordance with the laws of the State of California without regard to its choice of law principles, and any disputes hereunder shall be brought in the County of Orange, California.