



Acceptable Use Policy

Yorktel has published this Acceptable Use Policy (“AUP” or “Use Policy”) as part of its overall effort to provide high quality, reliable services to its customers; protect the privacy and security of its customers, services, and networks; encourage responsible use of the Yorktel resources; and comply with applicable laws. This Policy describes the types of uses of the Yorktel services and network that are contrary to our objectives and that are, therefore, prohibited. To achieve our objectives, Yorktel may in its sole discretion determine whether a use of the Yorktel services and network is a violation of this Policy. While it is not the intent of Yorktel to control or censor communications on the Yorktel network, when Yorktel becomes aware of a violation of this Policy, Yorktel may take such action as we deem appropriate to address the violation, as described below.

The Yorktel Network Subscription Service (as defined in the Service Level Agreement (the “SLA”)) is a subscription based service and can be refused to or restricted from anyone Yorktel determines to be a threat to the quality and performance of the service to any other subscriber or is suspected of being the cause of a problem that affects other Yorktel subscribers, whether the cause of the problem is deliberate or accidental.

Scope and Purpose

This Policy describes abuses of the Yorktel network and services that may prove harmful to Yorktel, its customers, users, operations, facilities, reputation or goodwill or the public. This Policy serves notice that where Yorktel becomes aware of such harmful activities, it has the right to take corrective or preventive action as it deems appropriate. This Policy is not however, the only basis on which Yorktel might take action concerning acts or omissions by a user of the Yorktel services or network. Applicable laws might require Yorktel to report, block access to or take other action concerning the Yorktel network or services.

This Policy does not constitute an assumption of liability by Yorktel for harmful activities conducted over the Yorktel network or using the Yorktel services by persons and entities other than Yorktel. Yorktel cannot verify, censor, warrant, or vouch for the accuracy, suitability or lawfulness of the activities conducted over the Yorktel network or using the Yorktel services. For this reason, Yorktel cannot accept any responsibility for injury to its customers, users or others that results from inaccurate, unsuitable, offensive activities.

Enforcement

The Yorktel decision concerning enforcement of this Policy is within its sole discretion. This Policy does not create any obligation of Yorktel to its customers, users or the public to take any particular action in response to incidents or claims that may constitute a possible violation of this Policy. Yorktel is not responsible for harm to customers, users or others that results from a Yorktel decision to take, or not to take, any particular action under this Policy.

Yorktel may, in its sole discretion, notify a user of the intent of Yorktel to take enforcement action against that user under the Policy, and may give the user an opportunity to take corrective action as an alternative to further enforcement measures. Yorktel reserves the right, however, to take enforcement action without notice to the user where Yorktel deems immediate enforcement to be appropriate.

This Policy does not limit the rights of Yorktel to take any other action, at law or equity, against persons and entities that cause or threaten to cause harm to the Yorktel network, services, customers, operations, facilities, reputation, goodwill or customer relationships.

Prohibited Activities

Any use of the Yorktel services or network, lawful or unlawful, that Yorktel determines to be harmful or potentially harmful to its network, services, customers, operations, facilities, reputation, goodwill or customer relationships or to any third party is prohibited by this Policy.

Illegal Use. The Yorktel network and services may be used only for lawful purposes. For example, transmission of any material in violation of any applicable law or regulation is prohibited. This prohibition includes, without limitation, material protected by copyright, patent, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, libelous or defamatory, constitutes a threat or harassment, or violates export control laws.

Network Security. Violations of system or network security are prohibited and may result in criminal and civil liability. Yorktel may investigate incidents involving such violations and may involve (and will cooperate with) law enforcement if a criminal violation is suspected.

Spam and Other Prohibited Practices. Neither Customer nor its users shall: (1) restrict or inhibit any other entity from using the Yorktel services; (2) use the Yorktel services for any unlawful purpose; (3) transmit (a) any content or information that is unlawful, deceptive, fraudulent, threatening, violent, harassing, degrading, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes on the



Yorktel or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication; (4) engage in spamming or flooding; (5) engage in IP, e-mail or other forms of spoofing or any other activity intentionally designed to fool the Yorktel, its suppliers', service providers' or other customers' hardware or software; (6) transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature; (7) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Yorktel services; or (8) transfer or resell use of or access to the Yorktel services.

Indirect Access. A violation of this Policy by someone having only indirect access to the Yorktel network through Customer or its users will be considered a violation by such Customer or user, whether or not with the knowledge or consent of such Customer or user. This Policy also applies to any use of the Yorktel network or services by or on behalf of Customer.

Network

Customers that subscribe to the Yorktel network are permitted to use the network for the transport of information for the purpose of video communications in the standards format of the ITU-T H.320 and H.323 communication protocols, the IETF SIP RFC 3261 standard and any other standards currently supported by Yorktel. Yorktel provides, as an option, the use of the network for transport of data specific to the management of videoconferencing systems and other devices subscribed to the network service. The Customer shall: (i) abide by the terms and conditions of service under the Terms and Conditions and the SLA, (ii) limit a single point to point or multipoint call length to a maximum of nine (9) hours, or notifying and receiving approval from Yorktel for any extended call prior to the scheduled call date, and (iii) use only Yorktel approved devices and standards on the Yorktel network. Yorktel reserves the right to terminate a call or conference if the call exceeds the allowable time limit or if the call is creating problems affecting other Yorktel subscribers or the performance of the service. If, for any reason, Yorktel identifies a circuit or device affecting the performance of the Yorktel network and/or the usability of the network and services by another customer, Yorktel can immediately suspend service to the Customer location until the cause of the disruption is resolved. Yorktel does not guarantee successful operation of subscribed devices to place a call to or receive communication from a device located "off-net" on the public Internet or any network not specifically controlled by Yorktel; however Yorktel does not restrict this capability. Yorktel does not guarantee connectivity, call execution or performance and quality to any calls or communication performed with an "off-net" device located on the public Internet, as specified in the SLA.

Services

Any services on the Yorktel Network Subscription Service are provided to Customer subject to (i) Customer's use of the services and the network in good faith and in accordance with this Policy, the Terms and Conditions and the Service Level Agreement and (ii) Customer's payment of any charges incurred through Customer's use of the service.

Gateway Services: (a) Outbound Gateway Calling: Customer has the right to use the Yorktel gateway service to call "off-net" to a non-subscribed Yorktel device by use of the public switched telephone network ("PSTN"). This service is provided with sufficient bandwidth availability to accommodate multiple outbound calls. Call rejection or failure to the PSTN is not within the control of Yorktel and is provided on a commercially reasonable basis for call execution. Yorktel does not guarantee call completion or the quality of any call which involves the PSTN. (b) Inbound Gateway calling: Customer may receive "off-net" calls from the PSTN through the use of the Yorktel gateway services. Yorktel provides multiple call routing services through the gateways: (i) direct inward dial ("DID"), (ii) interactive voice response ("IVR"), and (iii) TCS-4 Signaling. Yorktel provides inbound calling services which can support multiple inbound calls. Call rejection or failure from the PSTN is not within the control of Yorktel and is provided on a commercially reasonable basis for call execution. The maximum inbound call length is limited to nine (9) hours per call. Any suspicion of Toll Fraud or other malicious activity that is possibly causing the theft of telecom services which originate from a customer's network path to or from the Yorktel network will be immediately shut down until such issue is resolved.

Multipoint Conferencing Services: Yorktel multipoint conferencing services are provided at an additional charge to subscribed customers. Multipoint conferencing is provided as:

(a) a reservation-less service called bridging-on-demand ("BOD"). The service is executed by the end user by dialing an assigned virtual meeting room ("VMR") number. The BOD service is a shared resource environment between all subscribers and conference ports and is provided to Customer based upon port availability. The maximum call length for any BOD conference is nine (9) hours. All reservation-less bridging is provided with no quality or performance guarantee.

(b) a managed service through the use of the Yorktel online scheduling interface or through reservations made through the Yorktel services group. Yorktel will provide the requested number of resources by the Customer for scheduled multipoint conferences. Any scheduled conference which contains audio only or other "off-net" participants is provided with no quality guarantee. Yorktel multipoint conference services support the standards format of the ITU-T H.320 and H.323 communication protocols, the IETF SIP RFC 3261 standard and any other



standards currently supported by Yorktel. Any calls from devices whose media uses the public Internet as its transport medium will not be provided any guarantee of service by Yorktel.

Other Miscellaneous Services: Yorktel provides other miscellaneous services which are made available to Customer upon request at additional charges. If Customer's use of these services affects the performance of that service or the performance of the Yorktel network, Yorktel, without notification, will either restrict Customer from use of the service or the service will be suspended until the issue is resolved.

Incident Reporting

Any complaints regarding violations of this Policy should be directed to the Yorktel Service Desk by a) phone at +1 (800) 982-9675 or +44 (0) 808 189 0115, b) by email at techservices@Yorktel.com.

Revisions to this Policy

Yorktel may modify this Policy at any time, effective when communicated to the Customer. Notice may be provided via electronic mail or regular mail or considered updated when posted to the Yorktel website.