

## TERMS OF SERVICES

The following “Terms of Services” are incorporated into each Services Agreement (“SA”) and/or Change Order Agreement (“COA”) and/or any other agreement between Edge and the Customer (each an/the “Agreement”); the defined terms of each such Agreement are incorporated herein by reference.

1. **General.** The Services will be provided by Edge, an affiliate of Edge, or a third party authorized by Edge. The Customer may not resell the Services to third parties. The Equipment, defined hereinafter, may not be moved from the Location of Services without a written request from the Customer to Edge and the written approval by Edge. The Customer represents and warrants the use of the Services is for commercial purposes only.
2. **Compliance with Acceptable Use Policy.** At all times, the Customer will comply with the Acceptable Use Policy (“AUP”) of Edge, located at <http://www.edgecommunications.com/pdf/Acceptable%20Use%20Policy.pdf>, which may be amended and published from time to time by Edge in its sole discretion. If the Customer fails to cure a violation of the AUP within five (5) calendar days after receiving written notice thereof from Edge, then the Services and/or the Customer’s right to use/access thereto may be immediately suspended or terminated by Edge. Edge reserves the further right to act immediately and without notice to suspend and/or terminate the applicable Services and/or the Customer’s right to use/access thereto in response to a court order or government notice that certain perceived conduct of the Customer must be stopped or, in the alternative, when Edge reasonably determines:
  - 2.1. that Edge may be exposed to sanctions or prosecution as a result of the Customer’s perceived conduct; or
  - 2.2. the Customer’s perceived conduct (including any alleged violation caused by the specific method or technology utilized by the Customer and/or their customers and/or end-users) may cause harm to or interfere with the integrity, normal operations, or security of/with the Equipment, Edge’s network, third-party networks with which Edge is interconnected, or another customer of Edge.
3. **Service-Level Commitment.** The Services are provided on an “as available basis” and as otherwise set forth at <http://www.edgecommunications.com/pdf/Service%20Level%20Commitment.pdf> which may be amended and published from time to time by Edge in its sole discretion.
4. **E911 DISCLOSURE. THE CUSTOMER ACKNOWLEDGES THAT IF THE CUSTOMER SUBSCRIBES TO VOICE OVER INTERNET PROTOCOL (“VOIP”) SERVICES, THERE ARE CERTAIN CIRCUMSTANCES UNDER WHICH ENHANCED E911 SERVICE MAY BE UNAVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL E911 SERVICE in accordance with the policies set forth at <http://www.edgecommunications.com/pdf/E911%20Service%20Disclosure.pdf> which may be amended and published from time to time by Edge in its sole discretion.**
5. **Customer Information.**
  - 5.1. The Customer will provide to Edge all information necessary for Edge to provide the Services on a timely basis. If any information provided by the Customer is incomplete, inaccurate, or delayed, Edge will be relieved from providing any Services which are dependent upon such information.
  - 5.2. With regard to the Services, the Customer agrees to be bound by the “Privacy Policy” set forth at <http://www.edgecommunications.com/pdf/Privacy%20Policy.pdf>, which may be amended and published from time to time by Edge in its sole discretion.
  - 5.3. The Customer will continuously obtain all consents from the Customer’s customers and/or end-users that allows the Customer to legally possess and use such customers’ and/or end-users’ content or information.
  - 5.4. In providing the Services under the Agreement, if Edge will have access to data or information that the

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Customer does not want Edge to have, the Customer should encrypt such data or information so that it will be unintelligible to Edge.

### 6. On-Site Installation.

- 6.1. The Customer grants to Edge the rights of ongoing, physical and remote, access to the property, premises, and networks that the Customer controls to the extent necessary for the installation, provision, operation, monitoring, and maintenance of the Services.
- 6.2. The Customer will actively assist Edge to procure any rights of access to the property, premises, and networks that the Customer does not control to the extent necessary for the installation, provision, operation, monitoring, and maintenance of the Services. If either Edge or authorized personnel on behalf of Edge are working on the Customer's property, premises or networks, the Customer will provide a safe and secure working environment for Edge personnel. While working on the property, premises or networks, Edge will comply with all reasonable workplace safety, security standards, and policies applicable to the Customer's employees which are provided in writing to Edge prior thereto.

### 7. Fees, Applicable Taxes, and Payment Terms.

- 7.1. For the Services, the Customer will pay Edge the recurring and non-recurring fees in accordance with the Agreement, as amended, without deduction, setoff, or delay for any reason (the "Fees").
- 7.2. The Customer is responsible for all applicable government taxes and fees, including but not limited to any federal or state universal service-fund fees (the "Taxes").
- 7.3. Unless other payment terms are specified in writing in the Agreement, Fees and Taxes will be paid by credit card upon specific set date or, if agreed by Edge for payment by check, Fees and Taxes will be due upon receipt of invoice(s). The Customer will promptly reimburse Edge for any and all costs associated with collecting delinquent or dishonored payments for the Fees and Taxes.

If the Customer elects to have Edge automatically charge the Customer's debit/credit card for Fees and Taxes, the Customer hereby expressly:

- (a) authorizes Edge to charge the Customer's debit/credit payment method, for any Fees and Taxes invoiced by Edge, on an ongoing basis until the Customer timely revokes such authorization in writing to Edge.
- (b) represents and warrants that the debit/credit payment information provided to Edge is accurate, valid, and properly authorized.
- (c) agrees to promptly provide written notice to Edge of any changes to the Customer's debit/credit payment information; and
- (d) agrees to be responsible for any losses, late fees, and/or interest charges that result if Edge is unable to process a debit/credit payment because the debit/credit payment information was inaccurate, invalid, or improperly authorized.

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- 7.4. Edge may require the Customer to tender a security deposit, if Edge determines in its reasonable judgment that such security deposit is necessary in order to ensure prompt payment of the Customer's obligations to Edge under the Agreement.
  - 7.5. The Customer's payments to Edge of the Fees and Taxes may be by ACH transfer or wire transfer provided that the Customer and Edge agree in advance to such payment method(s) and that the Customer agrees to be responsible for any bank fees associated with the processing of such payments.
  - 7.6. In addition to any other remedy available to Edge, Edge may assess interest charges at the lower rate of 1.5% per month (18% per annum) or the maximum rate allowed by law for any balance owed for any Invoices which are not timely received by Edge.
8. Intellectual Property.
- 8.1. Except for IP addresses, domain names, and telephone numbers expressly registered in the Customer's name or assigned to the Customer by Edge and is requested to be ported-out to another provider of voice services, any and all IP addresses, domain names, and telephone numbers used by Edge to provide the Services are and shall remain, at all times, the property of Edge, are nontransferable, and the Customer's right to use such IP addresses, domain names, and telephone numbers terminates upon the termination or expiration of the Agreement.
  - 8.2. No right or license, express or implied, is granted by Edge under the Agreement for the use of "Intellectual Property". "Intellectual Property" means any and all copyrights (including derivative works, as defined by the United States Copyright Act), trademarks, service marks, trade names, trade secrets, mask work rights, know-how, patents, and any other intellectual property, industrial property, and proprietary rights of every kind and nature throughout the universe and however designated, including all registrations, applications, renewals, and extensions thereof, that are provided to the Customer as part of the Services and includes any modifications, enhancements, or derivatives thereof, regardless of whether they were developed by the Customer, with or without supervision or reimbursement by Edge.
  - 8.3. The Customer may not sell, assign, lease, sublicense, give, or otherwise transfer, disclose, or grant access to Intellectual Property to any party other than Edge.
  - 8.4. The Customer hereby irrevocably assigns, conveys, gives, and transfers to Edge any and all rights, title, and interest of the Customer in the Intellectual Property to Edge.
9. Equipment.
- 9.1. Unless the Customer purchased the Equipment under the "Non-Recurring Fees" in the "Quotation for Services" incorporated by the Agreement, any "Equipment" used by Edge to provide the Services is owned by Edge and includes, without limitation, all computers, servers, other hardware, conduits, cable, optronic, routers, switches, uninterruptable power supplies, the Software and other embedded software, and access points (the "Equipment"), and no ownership rights in the Equipment are transferred to the Customer under the Agreement. If the Customer purchased the Equipment under the "Non-Recurring Fees" in the "Quotation for Services" incorporated by this Agreement, Edge still owns and retains all right, title, and interest in the Software and other embedded software components of the Equipment, and the Customer will only have the non-exclusive right to use the Software and other embedded software for as long as the Agreement relating to Equipment remains valid and has neither expired nor been terminated.

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- 9.2. Unless the Customer purchased the Equipment under the “Non-Recurring Fees” in the “Quotation for Services” incorporated by the Agreement, when the Agreement expires or is terminated as provided hereinafter, the Customer has the obligation to return the Equipment to Edge. In the foregoing instances, Edge will deliver a shipping crate to the Customer and, upon receipt, the Customer will immediately load the Equipment into the shipping crate and promptly follow the instructions provided by Edge for the return of the Equipment to Edge. If the Customer fails to return the Equipment as and when herein required, the Customer will be financially responsible to pay Edge the then-current prices of Edge for the Equipment which will be invoiced by Edge to the Customer.
  - 9.3. The Customer will provide electric power and appropriate air conditioning levels for the Equipment, will provide a secure environment and location, free from environmental hazards, for the Equipment which suits the needs of Edge, and will keep the Equipment free from all liens, charges, and encumbrances.
  - 9.4. The Customer will bear the risk of loss to, theft of, or damage to the Equipment (ordinary wear and tear excepted) from any cause, except to the extent caused by Edge or third parties under the control of Edge. The Customer will promptly pay Edge the replacement value, as reasonably determined by Edge, of any lost, stolen, damaged, or unreturned Equipment.
  - 9.5. The Equipment will not be accessed, removed, relocated, modified, interfered with, or attached to any equipment not provided by Edge, by the Customer or persons under Customer’s control, without prior written authorization from Edge.
  - 9.6. If any of the Customer’s equipment is used to provide Services, the Customer hereby grants Edge a nontransferable and non-exclusive license to use the Customer’s equipment, without cost to Edge, in the manner necessary to provide such Services.
10. Software. Use by the Customer of any software provided by Edge (“Software”) as part of the Services is governed by an “End-User License”, the terms of which are set forth at <http://www.edgecommunications.com/pdf/End-User%20License.pdf>, are incorporated in the Agreement by this reference, and may be amended and published from time to time by Edge in its sole discretion.
  11. Maintenance. Edge may perform maintenance that may affect the availability or functionality of all or part of the Services at any given point in time. Any impact, by interruption or otherwise, on the provision of Services as a result of such maintenance will not be deemed a breach by Edge under the Agreement and will not entitle the Customer to any credit, refund, or right to terminate the Agreement or any affected Services.
  12. Compliance with Laws. Edge and the Customer will comply with all applicable laws and regulations.
  13. Limitation of Liability.
    - 13.1. Edge will not be liable for any: delays in the installation, commencement, or restoration of the Services; temporary or permanent cessation of the Services; errors, malfunctions, delays, or defects in routing, switching, or transmission relating to the Services; loss or damage occasioned by any Force Majeure event (as defined hereinafter); and/or to the fullest extent permitted by applicable law, for injury to or death of any person, and/or damage to or loss of any property belonging to the Customer, arising out of, relating to, or attributable to the Services.
    - 13.2. Edge’s liability for all causes of action and/or claims, whether based in contract, warranty, negligence, or otherwise, including, without limitation, intellectual property infringement, will in no event exceed: an amount equal to Fees invoiced by Edge for the applicable Services rendered during the calendar month prior to the calendar month in which the event giving rise to liability occurred; or if applicable, the replacement value of any of the Customer’s equipment that is lost or damaged and determined by a

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court of competent jurisdiction to have been proximately caused by grossly negligent or intentional acts/omissions attributed to Edge.

- 13.3. The Customer will be liable to Edge for any costs and other fees of Edge which are attributed to any delay caused by the Customer in the installation, commencement, and/or restoration of the Services, any change in the Activation Date made/caused by the Customer, or any other changes made/caused by the Customer in the Services which differ from those set forth in the SA, COA, Scope of Work, and/or Quotation for Services.
  - 13.4. Neither Edge nor the Customer will be liable to the other for any indirect, consequential, special, incidental, reliant, or punitive damages of any kind or nature, including, without limitation, any lost profits, lost revenues, lost savings, or harm to business.
  - 13.5. Other than as expressly set forth in the "Service-Level Commitment", the terms of which are set forth at <http://www.edgecommunications.com/pdf/Service%20Level%20Commitment.pdf> Edge will not be liable for any damages arising out of or relating to interoperability, access, or interconnection of the Services with applications, equipment, services, content, or networks provided by the Customer or third parties, with defects, service levels, or lost, omitted, or altered messages or transmissions, or with unauthorized access to or theft, alteration, loss, or destruction of any applications, content, data, programs, information, network, or systems.
  - 13.6. The limitations of liability set forth in this Section will apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise, whether or not damages were known or foreseeable, and/or whether Edge or the Customer were advised of the possibility of any such loss or damage.
  - 13.7. Other than as expressly set forth in the "Service-Level Commitment" referenced hereinabove, Edge exercises no control over, and hereby disclaims any and all responsibility for, the accuracy and quality of any transmission using the Services.
  - 13.8. Edge has no control over and expressly disclaims any liability or responsibility whatsoever for the actions of third parties other than the personnel of Edge.
  - 13.9. The Customer agrees to access and use the Services at their own risk, including any and all risk caused by any transmission using the Services.
  - 13.10. Unless a managed services agreement is in place between The Customer and Edge which expressly absolves The Customer of responsibility for fraudulent or excessive charges liability, the Customer is responsible for all charges attributable to customer with respect to service(s), even when incurred as the result of fraudulent or unauthorized use of service. Edge Communications reserves the right to restrict, suspend or discontinue providing services in the event of fraudulent use of customer's services.
  - 13.11. The Customer waives any claim that the exclusions or limitations of this Section deprives the Customer of an adequate remedy or cause the Agreement to fail of its essential purpose.
  - 13.12. The limitations of liability set forth in this Section shall survive the inadequacy/failure of any remedies provided in the Agreement.
14. Indemnification.
- 14.1. Edge and the Customer (each an "Indemnifying Party") will hold each other, each's respective affiliates, directors, officers, employees, agents, contractors, invitees, successors, and assigns (each an

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“Indemnified Party”) harmless from and against any and all actual or alleged costs, damages, expenses, losses, and/or liabilities of any kind, including, without limitation, reasonable attorneys’ fees, arising from any action, claim, suit, or proceeding commenced by any third party for damages to any tangible property and for bodily injury or death of any person arising out of or caused by the performance of the Indemnifying Party’s obligations and/or duties pursuant to the Agreement, except for those costs, damages, expenses, losses, and/or liabilities of any kind caused by grossly negligent or intentional act or omission of the Indemnified Party or its directors, officers, employees, agents, contractors, invitees, successors, and/or assigns. The Indemnified Party will promptly notify the Indemnifying Party in writing of any such action, claim, suit, or proceeding. The Indemnifying Party will control the response to any such action, claim, suit, or proceeding and the defense thereof, including, without limitation, any agreement relating to the settlement thereof, which in no event shall impose a burden on the Indemnified Party.

14.2. In addition to the foregoing general indemnity, the Customer will at all times defend, indemnify, and hold Edge, its affiliates, and the directors, officers, employees, agents, contractors, invitees, successors and assigns of Edge and its affiliates, harmless from all claims and/or causes of action arising out of or due to the utilization by any other person or entity to which the Customer provides any services in connection with or the utilization of the Services, including, without limitation, any of the Customer’s customers and/or end-users. Such claims and/or causes of action shall include, without limitation:

- (a) failure of/by the Customer, the Customer’s customers, and/or end-users to comply with any applicable laws;
- (b) claims for libel, slander, and/or invasion of privacy;
- (c) claims for infringement of copyright and/or trademark;
- (d) claims for infringement of patents arising from combining or using the Services, Equipment, and/or equipment furnished by any other person or entity; and/or
- (e) claims arising from any failure, breakdown, interruption, or deterioration of the Services provided to the Customer or the services provided by the Customer to the Customer’s customers and/or end-users.

### 15. Warranties.

15.1. BY THE AGREEMENT, EDGE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY REPRESENTATION, OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

15.2. EDGE DOES NOT WARRANT OR GUARANTEE NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY THE SERVICES, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED, OR SUBJECT TO LOAD BALANCING, OR THAT EDGE’S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO YOUR DATA.

15.3. EDGE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

16. Disclosure Restrictions. Confidential and proprietary information that is marked as such or by its nature qualifies as such information, including the Agreement, will, for a period of three (3) years following its disclosure by Edge or the Customer to the other:

- 16.1. be held in strict confidence by the receiving party;

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- 16.2. be used by the receiving party only for purposes of performing the obligations of the receiving party under the Agreement (including, in the case of Edge, the ability to monitor and record the Customer's transmissions in order to detect fraud, check quality, and to operate, maintain, and repair the Services), and in using or providing the Services;
- 16.3. not be disclosed by the receiving party except to the receiving party's employees, agents, and contractors having a need-to-know, provided that each shall be subject to the same confidentiality requirements set forth in this Section.

The disclosure restrictions in this Section 15 do not apply to any information that is independently developed by the receiving party, is lawfully received by the receiving party free of any obligation to keep it confidential; or becomes generally available to the public other than by breach of the Agreement by the receiving party.

17. Force Majeure. Except for the Customer's timely payment of Fees and Taxes, neither Edge nor the Customer will be liable for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, utility curtailments, cable cuts, failure caused by telecommunications or Internet providers, viruses or other destructive code or software, such as worms and Trojan horses, shortages of equipment or supplies, acts of civil or military authority, war, terrorism, acts of God, acts of the public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond the reasonable control of the party.
18. Assignment. The Customer may not assign the Agreement without the prior written consent of Edge, which consent may be withheld for any or no reason. Any attempted assignment in violation of this Section is a material breach of the Agreement and shall be null and void. Edge may assign the Agreement, or the obligations of Edge thereunder, without either the Customer's prior verbal or written consent.
19. Successors and Assigns. All the terms and conditions of the Agreement will be binding upon, will inure to the benefit of, and will be enforceable by Edge and the Customer and each's respective successors and permitted assigns.
20. Term. The Agreement will remain in effect for the Term specified in the Agreement, and automatically renew for successive Terms of equal duration unless otherwise specified in the Agreement or unless otherwise terminated as provided hereinafter. Unless expressly set forth otherwise in a COA, a COA will be bound to the same Term and renewal as the SA that the COA is associated with.
21. Termination Rights.
  - 21.1 Edge may terminate, without cause, the Agreement by giving written notice to the Customer not more than one-hundred-eighty (180) calendar days and not less than ninety (90) calendar days before the end of the initial or a given successive Term, which notice shall be effective as of the end of said initial or successive Term.
  - 21.2 By a separate written agreement signed by the Customer and Edge, the Customer can terminate the Agreement only upon the occurrence of the Agreement expiring without renewal.
  - 21.3 Edge may immediately suspend or disconnect the provision of Services, which includes, but is not limited to, the ability of the Customer to use the assigned telephone number, the Software, and other embedded software associated with the Equipment, and/or upon its sole discretion may immediately suspend Services or terminate the Agreement, as a result thereof, upon the occurrence of any of the following events:
    - (a) Customer's failure to make timely payment, in full, of all Fees and Taxes due to Edge for any Invoice;



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- (b) Customer's breach of a material obligation under the Agreement and such breach is not corrected within thirty (30) calendar days following written notification thereof from Edge to the Customer;
- (c) the Agreement expires without renewal by a separate written agreement signed by Edge and the Customer;
- (d) for any use by the Customer, the Customer's customers, or end-users of the Services, Equipment, or Software which violates any law, rule, regulation, or judgment; or
- (e) the existence of any law, rule, regulation, or judgment that prevents Edge from providing Services or any portion thereof; or

21.4 Edge may terminate services upon written notice to Customer: (i) if required to prevent fraud; or (ii) if customer fails to provide satisfactory assurance of payment; or (iii) if customer fails to pay undisputed charges as they become due; or (iv) if customer uses Services in violation of any law, regulation or applicable tariff; or (v) if customer fails to provide reasonable cooperation as required to provision services; or (vi) if customer causes or permits any condition that might tend to harm or impair Edge or its public telecommunications network.

22. **Publicity and Marks.** Neither Edge nor the Customer may issue any public statements or announcements relating to the Agreement without the prior written consent of the other. Edge and the Customer agree not to display or use, in advertising or otherwise, any of the other's trademarks, service marks, or trade names without the other's prior written consent, which consent may be revoked at any time by written notice.

23. **Legal Changes.** The Customer acknowledges that future laws, rules, regulations, and/or judgments, as well as the contractual requirements of any affiliate or third party that provides any or all of the Services or any component thereof, may affect the rights or obligations of Edge to provide the Services. If any such law, rule, regulation, judgment, or contractual requirement adversely affects Edge's rights or obligations under the Agreement, Edge may require, upon thirty (30) calendar days written notice to the Customer, that Edge and the Customer renegotiates the Agreement in good faith to address the limited effect thereof. Customer's failure to enter into such good faith negotiations will be deemed to be a termination of the Agreement by the Customer, subjecting the Customer to the Early Termination Charges.

24. **Miscellaneous Provisions.**

24.1. **Relationship of the Parties.** Edge provides Services to the Customer in the capacity of an independent contractor. The Agreement does not create a partnership, joint venture, principal-agent, or employer-employee relationship between the Customer and Edge.

24.2. **Amendment and Waiver.** The Agreement may be amended and any provision hereof may be waived only by written agreement signed by the authorized representatives of both Edge and the Customer and which explicitly provides that such written agreement incorporates the Agreement by reference and constitutes an amendment or waiver.

24.3. **Entire Agreement.** The Agreement, any attached and referenced documents, any Change Order(s), and the "Terms and Conditions" set forth at [http://www.edgecommunications.com/about\\_us.html](http://www.edgecommunications.com/about_us.html), constitute the entire agreement between Edge and the Customer with regard to the subject matter of the Agreement and supersede and merge all prior oral or written agreements, representations, statements, proposals, and undertakings between Edge and the Customer regarding the subject matter of the Agreement.

24.4. **Third Party Rights.** No provision in the Agreement shall provide any third person or entity any legal or equitable right, claim or cause of action, or any third-party beneficiary rights against either Edge or the Customer.



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- 24.5. Invalidation of a Provision. If any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, for any reason, but would be valid and enforceable if appropriately modified, then such provision will thereupon apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, such invalidity will not affect the validity of the remaining provisions of the Agreement provided that the ability of the parties to perform their material obligations thereunder is not detrimentally affected.
- 24.6. Survival of Provisions. Provisions contained in the Agreement that, by their sense and context, are intended to survive the suspension or termination of the Agreement, will so survive.
- 24.7. Resolution of Disputes. All disputes related to the Agreement will be referred, in writing within ten (10) business days of such dispute, by the disputing party to the other party for resolution. In the event that Edge and the Customer cannot resolve the dispute within thirty (30) calendar days of such written referral, Edge and/or the Customer may pursue all legal and equitable remedies available under this Agreement.
- 24.8. Governing Laws. The Agreement, and the performance by the parties of their respective obligations thereunder, is governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.
- 24.9. Statute of Limitation; Venue. No claim or action, regardless of form, arising out of or relating to the Agreement may be brought by either Edge or the Customer more than one year after the cause of action has accrued and any such claim or action must be filed in a state or federal court serving Collin County, Texas. Both Edge and the Customer waives any right to remove any such filing from state court to federal court in the event that such claim or action is filed in a state court and also waive the right to trial by jury of any such claim or action.
- 24.10. Construction. The Agreement is the product of negotiation between Edge and the Customer and shall not be interpreted more favorably toward Edge or the Customer.
- 24.11. Tariffs. If any conflict should arise between the terms of the Agreement and an applicable government tariff, the terms of the applicable tariff will control.
- 24.12. Any notice or communication given under the Agreement must be in writing and shall be effective only if delivered personally, or sent by email transmission, or delivered by overnight courier service, or sent by certified mail, postage prepaid, return receipt requested, to the recipient at the address set forth in the Agreement or to such other address as the party being notified may have previously furnished to the other party by written notice in accordance with this Section. Notices or communications given under the Agreement shall be effective and deemed received on the date of personal delivery, or the date of email transmission, or on the day after sending by overnight courier service as evidenced by the signature of the party or representative of party, or on the date of actual delivery to the party to whom such notice or communications was sent by certified mail, postage prepaid, return receipt requested as evidenced by the return receipt signed by the party or the representative of the party.
- 24.13. The Customer will not directly or indirectly solicit or hire any individual personnel (including individual independent contractors) of Edge during the initial or any successive Term and for twelve (12) months after termination of the Agreement, although the Customer may hire such an individual who, without such solicitation by the Customer, responds to advertisements or solicitations by the Customer of the general public.
- 24.14. The Customer agrees to comply with any and all applicable export-control restrictions relating to the Services.

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