

GLOWPOINT ACCEPTABLE USE POLICY

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

The Glowpoint 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 Glowpoint 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 Glowpoint subscribers, whether the cause of the problem is deliberate or accidental.

Scope and Purpose

This Policy describes abuses of Glowpoint's network and Services that may prove harmful to Glowpoint, its customers, users, operations, facilities, reputation or goodwill or the public. This Policy serves notice that where Glowpoint 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 Glowpoint might take action concerning acts or omissions by a user of Glowpoint's Services or network. Applicable laws might require Glowpoint to report, block access to or take other action concerning Glowpoint's network or Services.

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

Enforcement

Glowpoint's decisions concerning enforcement of this Policy are within its sole discretion. This Policy does not create any obligation of Glowpoint 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. Glowpoint is not responsible for harm to customers, users or others that results from Glowpoint's decision to take, or not to take, any particular action under this Policy.

Glowpoint may, in its sole discretion, notify a user of Glowpoint's intention 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. Glowpoint reserves the right, however, to take enforcement action without notice to the user where Glowpoint deems immediate enforcement to be appropriate.

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

Prohibited Activities

Any use of Glowpoint's Services or network, lawful or unlawful, that Glowpoint 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 Glowpoint 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. Glowpoint 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 visitor from using the Glowpoint Services; (2) use the Glowpoint 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 Glowpoint's 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 Glowpoint's, 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 Glowpoint Services; or (8) transfer or resell use of or access to the Glowpoint Services.

Indirect Access. A violation of this Policy by someone having only indirect access to the Glowpoint 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 Glowpoint network or Services by or on behalf of Customer.

Network

Customers that subscribe to the Glowpoint 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 and any other standards currently supported by Glowpoint. The list of approved devices and standards is published and attainable from Glowpoint by request. Glowpoint provides, as an option, the use of the network for transport of data specific to the management of videoconferencing systems subscribed to the network service. The Customer shall: (i) abide by the terms and conditions of service under the Master Services Agreement 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 Glowpoint for any extended call prior to the scheduled call date, and (iii) use only Glowpoint approved devices and standards on the Glowpoint network. Glowpoint 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 Glowpoint subscribers or the performance of the Service. If, for any reason, Glowpoint identifies a Circuit affecting the performance of the Glowpoint network and/or the usability of the network and Services by another customer, Glowpoint can immediately suspend service to the Customer location until the cause of the disruption is resolved. Glowpoint does not provide inbound calling from the public Internet to a Glowpoint subscribed device. Glowpoint does not support subscribed devices to place a call to a videoconferencing device located "offnet" on the public Internet, however Glowpoint does not restrict this capability. Glowpoint does not guarantee connectivity, call execution or performance and quality to any calls placed to an "off-net" device located on the public Internet, as specified in the SLA.

Services

Any Services on the Glowpoint 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 Master Services Agreement 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 Glowpoint Gateway Service to call "off-net" to a non-subscribed Glowpoint 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 Glowpoint's control and is provided on a commercially reasonable basis for call execution. Glowpoint 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 Glowpoint gateway services. Glowpoint provides multiple call routing services through the gateways: (i) direct inward dial ("DID"), (ii)

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interactive voice response ("IVR"), and (iii) TCS-4 Signaling. Glowpoint provides inbound calling services which can support multiple inbound calls. Call rejection or failure from the PSTN is not within Glowpoint's control and is provided on a commercially reasonable basis for call execution. The maximum inbound call length is limited to nine (9) hours per call.

Multipoint Conferencing Services: Glowpoint multipoint conferencing services are provided at an additional charge to both subscribed and non-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 conference number. The BOD service is a shared resource environment between all subscribers and conference ports and is provided to Customer based upon port availability. Glowpoint provides the service to incorporate up to six (6) videoconferencing locations per call at a maximum call rate of 512Kbps. The maximum call length for any BOD conference is nine (9) hours. Any scheduled conference which contains audio only or other "off-net" participants is provided with no quality or performance guarantee.

(b) a managed service through the use of the Glowpoint online scheduling interface or through reservations made through the Glowpoint conferencing services group. Glowpoint 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. Glowpoint multipoint conference services support the standards format of the ITU-T H.320 and H.323 communication protocols and any other standards currently supported by Glowpoint.

IP Videocasting and Webcasting Services: Glowpoint IP videocasting and webcasting services are provided at an additional charge to Customer. Use of the IP videocasting and webcasting service is subject to use and limitations of an Internet based and/or the PSTN service which has no service level commitment and is subject to best use practices by the Customer. IP videocasting and webcasting service is a scheduled resource requiring prior arrangement by Customer with Glowpoint to use the service. Charges for use and storage of content are the sole responsibility of Customer to monitor the amount of use and charges being incurred.

Web Collaboration Services: Glowpoint web collaboration services are provided at an additional charge to both subscribed and non-subscribed customers. Use of the web collaboration service is subject to use and limitations of an Internet based service which has no service level commitment and is subject to best use practices by the Customer. Charges for use are the sole responsibility of Customer to monitor the amount of use and charges being incurred. Web collaboration services are provided by (a) a monthly subscription service on a per single seat/session and/or (b) on a per minute per seat/session charge.

Other Miscellaneous Services: Glowpoint 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 Glowpoint network, Glowpoint, 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 Glowpoint Service Desk at 866-GLOWPOINT or (805) 384-4255 (International).

Revisions to this Policy

Glowpoint may modify this Policy at any time, effective when posted to Glowpoint's web site at <http://www.glowpoint.com/about.aspx>. Notice may also be provided via electronic mail or regular mail.

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