

ACCEPTABLE USE POLICY FOR SERVICES

Clearspan LLC (“Clearspan”, “we”, and “our”) has developed this Acceptable Use Policy (“AUP”) to guide Clearspan customers (“you”, and “your”) in the acceptable use of Clearspan’s unified cloud communications applications, analytics, tools, platforms and services; VoIP applications, analytics, tools, platforms and services; cloud applications, analytics, tools, platforms and services; telecommunications analytics, tools, platforms and services; video conferencing applications, analytics, tools, platforms and services; business texting software applications, analytics, tools, platforms and services; and any other applications, analytics, tools, platforms and services Clearspan provides to you (collectively, the “Services”), and to ensure that you understand policies and procedures we have developed to comply with all applicable laws and regulations. This AUP applies to all customers and users of Clearspan’s Services and all users of the Services must comply with this AUP. Your use and/or continuation of Clearspan’s Services constitutes your acceptance of this AUP and you agree to comply in all respects with this AUP while using Clearspan’s Services. It is your responsibility, and contractual obligation, to ensure that your officers, directors, employees, affiliates, agents, customers and or users also comply with this AUP. This AUP also is incorporated by reference into, and becomes part of, any agreement that you may have with Clearspan for Services (“Agreement”). To the extent of any conflict between the provisions of this AUP and the provisions of any other Agreement, the provisions of such other Agreement shall take precedence and govern. Clearspan reserves the right to refuse to provide Services to anyone that violates this AUP at our sole discretion. This AUP may not represent all possible ways in which you or a user may engage in unacceptable behavior, and we reserve the right to determine, in our sole and exclusive judgment, what activities related to our Services are unacceptable and to immediately terminate your Services.

1. Acceptable Use Policies.

1.1. Violations of Applicable Law. You shall not use the Services to violate any Applicable Law. “Applicable Law” shall mean all applicable laws, rules and regulations or court orders applicable to you, your business or the subject matter of the Agreement and your use of the Services, including, but not limited to, all local, state, provincial, national or international law, treaty, or regulation governing the use of, disclosure, or transmission of, individual information, deceptive and misleading advertising, electronic commercial communications, telemarketing and other similar laws, which include, but are not limited to, the Communications Act of 1934, Federal Trade Commission Act, Digital Millennium Copyright Act of 1998, U.S. Telephone Consumer Protection Act of 1991, U.S. Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and the Canada Anti-SPAM Legislation, if applicable, and each as amended.

1.2 Prohibited Uses. You shall not use Clearspan’s Services for, or in connection with, the following:

- Publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in theft or any activity that infringes, misappropriates or otherwise violates the intellectual property

rights or privacy or publicity rights of Clearspan or any individual, group or entity, including, but not limited to, any rights protected by any copyright, patent, trademark laws, service marks, 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;

- Fraud; forgery; or theft or misappropriation of funds, credit cards, or personal information;
- Impersonation of any person or entity, including, but not limited to, Clearspan, a third party or governmental personnel, or falsely state or otherwise misrepresent your affiliation with a person, agency, or entity;
- Exploitation or harm to any person, including any minors, in any way (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent);
- Making available, transmitting, sending, or receiving any content that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, encourages, promotes or incites any conduct that would violate, any Applicable Law or would give rise to civil liability; (iii) promotes encourages, or incites discrimination, bigotry, racism, hatred, violence, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes, encourages, or incites violence or actions that are threatening to any other person; or (v) promotes, encourages, or incites illegal or harmful activities;
- Making available, sending, or receiving any content that you do not have a right to send, receive, or make available under any Applicable Law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- Stalking or otherwise harassing, or violating or invading the privacy of, any person or entity;
- Exporting, re-exporting, importing or transferring restricted software, information, algorithms or other data in violation of applicable export control laws;
- Intentionally or unintentionally violating any Applicable Laws, including, but not limited to, any applicable local, state, provincial, national or international law, treaty, or regulation, or any order of a court or agency, or violate any instructions we may issue from time to time;
- Deceptive, illegal or fraudulent practices such as posing as another for the purposes of phishing or pharming or other illegal or fraudulent activity;
- Sending, receiving, or distributing any materials of a threatening or harmful nature, including, but not limited to, threats of death or physical harm, or materials that are malicious, harassing, libelous, defamatory, tortious, vulgar, or which facilitate extortion or harmful action;
- Sending, distributing, or receiving any offensive materials, including, but not limited to, obscene, pornographic, indecent, hateful, or otherwise objectionable material, and materials which promote hate, gambling or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

- Sending or making unwanted telemarketing, promotional or informational calls, texts, communications or messages without having procured the necessary consents, right and license from the recipients of your calls, texts, communications, or messages;
- Sending or making calls, texts, communications, or messages in violation of the Communications Act of 1934, the Federal Trade Commission Act, U.S. National Do Not Call Registry or related considerations under Applicable Law, or to otherwise transmit, send, place or post unsolicited calls, communications, texts or other information, including, but not limited to, unsolicited or unauthorized advertising, promotional materials or any other form of solicitation or spam;
- Send or receive protected health information or personally identifiable information unless allowed under Applicable Law, and only if such data is encrypted end-to-end and is permitted under, and subject to, Applicable Law;
- Registering for more Accounts or associated Admin Logins or User Logins than for which fees have been paid or register for an Account on behalf of an individual other than yourself;
- Use the Services in any manner that encumbers system or network resources to the point that usage causes interference with other Clearspan customers' normal use of the Services, either on our system or network or any remote system or network;
- Use the Services with auto dialers or other forms of automated dialing;
- Make or attempt to make any unauthorized intrusion or entry into any part of, to violate or attempt to violate the security or integrity of, or to interfere or attempt to interfere with the proper operation of, our Services or any system or network of any other person (including, without limitation, any other customer of ours or Clearspan vendor or subcontractor);
- Send or transmit anything using the Services that contains, links to, or provides links to, corrupted data or that contains, references, or links to a virus, Trojan horse, worm, time bomb, keystroke loggers, spyware, or cancelbot, or any other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; or
- Use IRC servers or bots connected to public IRC networks or servers in connection with the Services.

1.3 Spam/E-mail or Usenet abuse. Spam/Text/E-mail or Usenet abuse is prohibited using Clearspan's Services. Examples of Spam/Text/E-mail or Usenet abuse include, but are not limited to, the following activities:

- sending multiple unsolicited texts, electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial texts or e-mail, or unsolicited electronic messages, directed primarily at the advertising or promotion of products or services;
- sending unsolicited texts, or electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk texts or electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending texts, electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the Clearspan's network or of the networks with which Clearspan interconnects, by virtue of quantity, size or otherwise;

- using another site's text or mail server to relay texts or mail without the express permission of that site;
- using another computer, without authorization, to send multiple text or electronic messages or to retransmit texts or electronic messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that you do not have a right to use;
- collecting the responses from unsolicited text or electronic messages;
- maintaining a site that is advertised via unsolicited text or electronic messages, regardless of the origin of the unsolicited text or electronic messages;
- sending texts or electronic messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending texts or electronic messages that do not accurately identify the sender, the sender's return address, the address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial texts or e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with texts or e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends; or
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

2. Violation of Agreements or Other AUPs. You shall not use the Services to violate your contractual agreements with, or the acceptable use policy or terms of service of, Clearspan or any other service provider, including, but not limited to, any Internet service provider, telecommunications provider, or messaging service provider.

3. Other's Use of the Services. You shall not use the Services in a manner that interferes with any other party's ability to use and enjoy Clearspan's Services, that interferes with Clearspan's or its service partners' ability to provide the Services, or that otherwise may create legal liability for Clearspan or its service partners in Clearspan's sole discretion.

4. Security. You are responsible for ensuring and maintaining security of your systems and the machines that connect to and use Clearspan's Service(s), including implementation of necessary patches and operating system updates. Clearspan's Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security or integrity of Clearspan's (or another party's) server, network, network access, personal computer or control devices, software

or data, or any network, electronic service, or other system that is accessible through, or in connection with, the Services, or attempt to do any of the foregoing. Without limiting the foregoing, you shall not use the Services for, or in connection with, the following:

- Hacking, cracking into, or otherwise using the non-public areas of the Services or any other system without authorization;
- Unauthorized probes or port scans for vulnerabilities;
- Unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any system, including, but not limited to, hacking, cracking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- Web crawling which is not restricted to a rate so as not to impair or otherwise disrupt the servers being crawled;
- Unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- Forged or non-standard protocol headers, such as altering source addresses;
- Denial of Service (DoS) attacks of any kind;
- Knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- Operating network services such as: open proxies; open mail relays; or open, recursive domain name servers;
- Sharing or publishing content from the Services to cause, or have the consequence of causing, the user of the content to be in violation of the Agreement and this AUP;
- Advocate, encourage or assist any third party in doing any of the foregoing activities in this section;
- Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security (including, but not limited to, SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- engaging in the transmission of pirated software information, content or data for which you are not authorized;
- using manual or automated means to avoid any use limitations placed on the Clearspan's Services;
- providing guidance, information or assistance with respect to causing damage or security breach to Clearspan's network or systems, or to the network of any other IP Service provider; and
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

5. Unsolicited Messages. You shall not use the Services for purposes of making, placing, or distributing pre-recorded messages, bulk unsolicited calls, or bulk unsolicited messages unless allowable by Applicable Law, and then only in accordance with and subject to such Applicable Laws. Additionally, you shall not use the Services to make unwanted calls or send unwanted messages to individuals who have not agreed to receive the call or message or have asked to stop receiving calls or messages through any medium. To the extent required by Applicable Law, you must track and record all such requests specific to your business. In any communications with the recipient, you shall identify correctly from whom the call or message is being sent, how the recipient can stop the calls or messages in the future, and shall comply with all Federal Communications Commission and Federal Trade Commission orders, rules and regulations relating to calls, texts, e-mail, or messages, including, but not limited to, requirements relating to proper identification of the calling party and the shaken/stir technology. In addition, you must also provide recipients of those messages you send via the Services with the ability to opt-out from receiving any future text messages, by texting STOP in a stand-alone message with no additional characters or punctuation. Clearspan's text Services platform responds programmatically to the keyword STOP, and it works with a market leading digital security firm to monitor for and prevent spam.

6. Data Collection. You shall not collect information or data on users without their consent or entering into an existing business relationship with them.

7. Responsibility. You are solely responsible for obtaining all necessary and appropriate consents from those persons and entities with whom you call, text, e-mail, message or otherwise communicate with via the Services as required by Applicable Law, prior to commencing any such calls, texts, e-mails, messaging or communication.

8. Termination of Services. Clearspan reserves the right, however, to act immediately and without notice to suspend or terminate affected Services in response to a court order or government notice that certain conduct must be stopped, or when Clearspan reasonably determines that your use of the affected Services may: (1) expose Clearspan to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of Clearspan's network or networks with which Clearspan is interconnected; (3) interfere with another Clearspan customer's use of Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to Clearspan or Clearspan customers.

9. Copyright Infringement & Digital Millennium Copyright Act. Clearspan respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like Clearspan. In accordance with the DMCA and other applicable laws, Clearspan maintains a policy that provides for the termination of Services, under appropriate circumstances, if customers are found to be a repeat infringer and/or if customer's Services are used repeatedly for infringement (the "Repeat Infringer Policy"). Clearspan may terminate Services at any time with or without notice to you. Clearspan has no obligation to investigate possible copyright infringements with respect to materials transmitted by you or any other users

of the Services. However, Clearspan will process valid notifications of claimed infringement under the DMCA, and continued receipt of infringement notifications for your account will be used as a factor in determining whether you are a repeat infringer. In addition, Clearspan may voluntarily participate, on terms acceptable to Clearspan, in copyright alert and graduated response programs.

10. Incident Reporting. Any complaints (other than claims of copyright infringement) regarding violation of this AUP by an Clearspan customer (or its user) should be directed to <https://clearspancloud.com/contact>. Where possible, include details that would assist Clearspan in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

11. DMCA Copyright Notifications. Clearspan may provide certain transitory digital network communications services, pursuant to 17 U.S.C. § 512(a). In connection with such services, Clearspan takes seriously any alleged copyright infringement by its users based on the standards of the Automated Copyright Notice System (ANCS). Copyright holders should email Clearspan at press@clearspancloud.com to submit complaints related to alleged peer-to-peer file sharing (i.e. sharing media files via peer-to-peer networking technology), or other forms of copyright notice ("ISP Conduit Notices"). Please include your company name, contact information, the source of the complaint (IP Address, port number, type of infringement, number of file) and information on the content (time stamp, title, website url, file name, file type, and artist if applicable). By sending this complain to Clearspan you would acknowledge that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; that this notification is accurate; UNDER PENALTY OF PERJURY, you are authorized to act on behalf of the owner of the copyrighted work that is allegedly infringed, and that you acknowledge that under Section 512(f) of the DMCA any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages.

12. Changes to this AUP. You expressly understand that the evolving nature of the Internet and Clearspan's Services makes it necessary for us to reserve the right to make changes to this AUP at any time, and without notice. This AUP is subject to occasional revision at the sole discretion of Clearspan. We will take reasonable steps to notify you of any material changes or modifications to this AUP by way of prominent notice on our website or by email, but you agree to review the website periodically to be aware of any changes or modifications. If you do not agree to the changes in this AUP, you must immediately discontinue use of the Services. Your continued use of the Services after a change in this AUP shall be deemed your conclusive acceptance of any such revisions.

13. Questions. If you have any questions, please feel free to reach out to us at <https://clearspancloud.com/contact/>.

Effective Date: June 5, 2024