MULTIS CLOUD ACCEPTABLE USE POLICY

Last Updated: May 4, 2023

This Acceptable Use Policy ("AUP" or "Policy") describes actions by Users that are mandated or prohibited by Multis Cloud LLC (collectively with its subsidiaries, parents and other affiliates, from time to time as applicable, "Multis Cloud"). "Users" means customer (including "Customer") of Multis Cloud and its customers and/or end users.

THIS POLICY IS SUBJECT TO CHANGE FROM TIME TO TIME IN MULTIS CLOUD'S SOLE DISCRETION WITH SUCH CHANGES BEING EFFECTIVE UPON POSTING AT https://MultisCloud.com/acceptable-use-policy. PLEASE REVIEW THIS POLICY CAREFULLY.

Services may be used only for lawful, proper and appropriate purposes. Users must use any Services only in a manner that, in Multis Cloud's sole discretion, is consistent with the purposes of such Services. Users will not engage in any legal or illegal activity that either (i) harms Multis Cloud, the network operated by Multis Cloud, the Services and/or any User, or (ii) interferes with the network operated by Multis Cloud and/or the provision or use of the Services by Multis Cloud or any User. **Services may not be used for illegal, improper, and/or inappropriate purposes.**

Illegal purposes include, but are not limited to:

- using any Service in connection with the violation of or to violate any Laws (as defined hereinafter); or
- engaging in threatening, abusive, harassing, defamatory, libelous, malicious, deceptive or fraudulent behavior.

As used herein, "Laws" includes applicable international, federal, state, or local law, code(s) of practice, rule(s) or regulation(s), including, without limitation, as pertaining to infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, telemarketing or other inappropriate selling, data privacy (including, without limitation, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), call recording (including, without limitation, the Electronic Communications Privacy Act of 1986, any state or federal laws pertaining to consent, including single party or multiparty consent laws, rules and regulations), or obscenity, as well as anti-spam and other laws and regulations regarding unsolicited advertising, marketing or other similar activities (including, without limitation, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act and the Do-Not-Call Implementation Act), import/export laws, limitations and regulations (including, without limitation, as relating to any U.S. or European Union embargoed country the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of

Commerce's Denied Persons List or Entity List or any other list under applicable export control laws and regulations or European Commission restrictive measures, or any similar law having jurisdiction over User), NPAC's (Number Portability Administration Center's) acceptable use of data policy, all applicable anti-bribery laws and regulations (including without limitation, the U.S. Foreign Corrupt Practices Act).

Improper and/or inappropriate uses include, but are not limited to:

- using the Services in a manner that causes injury to person or property;
- using the Services in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction);
- posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists; calling, messaging, storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component; reverse-engineering any of the Services or any portion thereof; launching or facilitating, whether intentionally or unintentionally, a denial of service attached on any of the Services or engaging in any other conduct that adversely impacts the availability, reliability or stability of the Services;
- without permission from the owner of a system or network, doing any of the following:
    - (a) accessing the system or network,
    - (b) monitoring data or traffic,
    - (c) probing, scanning, and/or testing firewalls,
    - (d) testing the vulnerability of a system or network or
    - (e) breaching or bypassing any security or authentication routines of a system or network;
- conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters;
- relaying e-mail in an anonymous fashion or forging any TCP-IP packet header;
- mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network;
- sending unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;
- operating a server in connection with the Services in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user);

- falsifying User or other identifying information provided to Multis Cloud or to other Users of the Services;
- use of any Services in violation or any trademark, copyright, or any other intellectual property protection law or provision, or AUP policy of any third party provider;
- use of any Services for the purposes of engaging in an activity in connection or conjunction with any pornographic and/or adult entertainment industry purpose, regardless of whether such activity is lawfully permitted; auto-dialing or predictive-dialing (sometimes referred to as "robo-dialing");
- continuous or extensive chat line or conference call participation, use of free conference calling or similar services that Multis Cloud in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- use of an open telephone line as a monitoring, intercom or similar service;
- repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- use of call Services in a manner which does not consist of uninterrupted live human voice dialog by and between natural human beings;
- restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet; or engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by Multis Cloud, or otherwise involving the Services or any Multis Cloud account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
- with respect to any unlimited calling package, in addition to any other of the prohibited uses, auto-dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast/blasting, telemarketing, predictive dialing, or any other use or activity that is inconsistent with normal small to medium sized business usage.

RESPONSIBILITY FOR CONTENT COMMUNICATIONS; USE OF SERVICES

Customer will provide information reasonably requested by Multis Cloud to perform the Services, including as applicable: telecommunication specifications, Customer or third-party telephone numbers and location information, network architecture and diagrams, etc. As between Customer and Multis Cloud,

Customer is the sole owner and is solely responsible for all such information and for all content provided to Multis Cloud including all audio, visual, electronic or written communications (collectively "Customer Content") on or from Customer's accounts. Customer warrants that Customer is solely responsible for the content and rights to Customer Content. Customer will comply with all laws, rules and regulations while using the Service, and ensure it has the right to use the Service where it is located. Customer will not (i) transmit any communication that violates any law, rule or regulation; (ii) violate any third party rights in the course of using the Service; (iii) use the Service in any way that damages Multis Cloud's property or interferes with or disrupts Multis Cloud's system(s) or other users; or (iv) transmit, upload, receive or store on or through Multis Cloud's network any Customer Content or other material that contains any viruses, worms, "Trojan Horses" or other code features that may damage, disrupt or disable computers, networks or any information thereon.

DATA PROTECTION

Each party will comply with any applicable data protection and privacy laws existing in all jurisdictions in which Service is performed (together, the "Data Protection Laws"). The parties agree provision of the Service may involve the collection, processing, storage or recording of certain "Personal Data" or "Personal Information" (as defined by applicable Data Protection Laws and referred to collectively herein as "Personal Data") of Customer and participants. Where applicable under Data Protection Laws, the parties acknowledge Multis Cloud acts as a "Data Processor" in relation to the Personal Data it processes on Customer's behalf and Customer remains the "Data Controller" with respect to such Personal Data. Multis Cloud hereby undertakes that it will (i) use Personal Data only to provide and administer Service as outlined in the applicable privacy statement(s) referenced below; (ii) process the Personal Data in accordance with Customer's instructions; (iii) implement appropriate security measures designed to provide a commercially reasonable level of protection of the Personal Data; (iv) implement and maintain commercially reasonable technical and organizational measures, insofar as is possible, for the fulfillment of Customer's obligations to respond to requests by users of the Service ("Data Subjects"); (v) take commercially reasonable steps to destroy or permanently de-identify Personal Data when it no longer is necessary to retain it; and (vi) ensure that its employees authorized to process Personal Data are bound to appropriate confidentiality obligations. Personal Data may be collected, processed and/or stored by Multis Cloud or its third-party suppliers in the United States of America, the United Kingdom, the European Union and the rest of the world. Customer represents and warrants it has a valid lawful basis for Multis Cloud to process

the Data Subjects' Personal Data in connection with the Services in accordance with applicable Data Protection Laws.

CUSTOMER PROPRIETARY NETWORK INFORMATION

In the course of providing the Services, Multis Cloud will necessarily obtain information about the quality, technical configuration, type, destination, location, pricing, contract terms, billing information and payment history relating to the Service provided to Customer. Such information is referred to as customer proprietary network information ("CPNI"). Customer hereby consents to the use, disclosure and access of CPNI by Multis Cloud and Multis Cloud affiliates and agents and partners for the purposes of verifying Customer usage and deployment of Service, improving the Service and marketing additional products and services that may be of interest to Customer. Customer acknowledges that it may withdraw its consent at any time by notifying Multis Cloud. In the event that Customer withdraws its consent, Multis Cloud will make commercially reasonable efforts to minimize the impact of such withdrawal upon Multis Cloud's provision of Service to Customer.

MESSAGES

If Customer uses the Services to send fax, email, phone, text, SMS or other messages (collectively, "Messages") to any recipients ("Recipients"), as a condition for using such Service, Customer represents and warrants that: (i) Customer is solely responsible for the Messages; (ii) Customer has the legal right to send all Messages to the Recipients (including obtaining any required consents from the Recipients); (iii) the content, timing and purpose of all Messages, campaigns and programs are in compliance with all laws, rules and regulations; (iv) Customer is the sender of all Messages, and Multis Cloud is merely acting at Customer's direction as the transmitter of the Messages; (v) Multis Cloud's transmission of the Messages will not violate the rights of any third party or any law, rule or regulation; (vi) Customer has prior express consent to contact each wireless number delivered by Customer to Multis Cloud in connection with the provision of Service; (vii) in the case of a wireless phone number, the intended Recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number; and (viii) Customer has, unless an exemption applies, obtained from the Recipient of any solicitation Message an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule and Section 64.1200(f)(8) of the FCC's Telephone Consumer Protection Act Rules. Customer may use the Service to transmit Customer Content or direct Multis Cloud to make

contacts via any channel to, or with, Recipients to transmit Customer Content. Where Multis Cloud reasonably believes Customer may not have complied with the provisions of this Section, Multis Cloud may, at its option, scrub all numbers against any appropriate database deemed necessary to remove all wireless numbers and/or temporarily suspend Service related to the compliance concern. Upon request by Multis Cloud Customer will promptly provide, in writing, proof of prior express consent and Customer's process for consent management. Customer is responsible for all uses of the Service in association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Customer acknowledges and agrees Multis Cloud does not control nor monitor Customer Content nor guarantee the accuracy, integrity, security or quality of Customer Content. Use of recording any use of the Service may subject Customer to laws or regulations and Customer is solely responsible for and obligated to provide any required notification to those being recorded. Customer shall indemnify, defend and hold Multis Cloud, its affiliates and their officers, directors, employees, and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from Multis Cloud following Customer's instructions in sending the Messages or Customer's breach of any representation and warranty set forth in this Section.

IN NO EVENT WILL MULTIS CLOUD BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS POLICY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF MULTIS CLOUD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF MULTIS CLOUD IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY AGREEMENT BETWEEN MULTIS CLOUD AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.