

## Acceptable Use Policy

This Acceptable Use Policy (“AUP” or “Policy”) is between NWN Corporation, Carousel Industries of North America, LLC, and Leverage Information Systems, Inc. — collectively referred to as “NWN” or “the **Company**” — and you. This AUP describes actions that the Company prohibits when any User uses the Company’s Products or Services. “**User**” means you, any customer, or any user of any Company Product or Service. This AUP is incorporated by reference and governed by the terms and conditions applicable to your use of the Company’s Products and Services.

### Background

1. NWN is a cloud communications service provider offering a wide range of hardware and software (“**Products**”), as well as networking and cloud security solutions (“**Services**”).
2. The Company strives to ensure that all its Products and Services work seamlessly for all Users, and that they operate in compliance with all applicable laws and regulations, at all times.

### Scope and Applicability

1. This AUP governs the use of all NWN Products and Services, including, without limitation:
  - a. All devices NWN, Carousel, and/or their respective representatives make available to Users;
  - b. The Company’s Visual Collaboration Workspace (“VCW”) solutions;
  - c. The Company’s Contact Center Platform;
  - d. The Company’s unified Communications systems;
  - e. The Company’s business connectivity technologies;
  - f. The Company’s cloud security tools; and
  - g. Any related products and services the Company may offer in the future.
2. This AUP is applicable to all end-Users whether or not they have agreed to such terms and conditions, and no end-User may use the Products or Services without agreeing to this AUP. The use of any Product or Service shall be deemed to be acceptance of this AUP.
3. This AUP is subject to change from time to time. The Company encourages Users to review this Policy regularly.

### General Usage Obligations

The Products and Services may be used only for lawful, proper and appropriate purposes, consistent with the purposes of such Products and Services, as determined by the Company in its sole discretion.

### Prohibited Uses

You shall not do any of the following, or allow others to do any of the following:

1. Engage in legal or illegal activity that either (i) harms or is reasonably expected to harm the Company, any of its employees, representatives, contractors, or affiliates, or any Users of the Products or Services; or (ii) interferes or is reasonably expected to interfere

with networks provided by NWN and/or the provision or use of the Products or Services by the Company or any User.

2. Use any Product or Service for illegal purposes. Illegal purposes include, but are not limited to:
  - a. Using any Service to violate any applicable local, state, or international law, order, rule, or regulation; or
  - b. Engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior.
3. Use any Product or Service for improper and/or inappropriate purposes. Improper and/or inappropriate uses include, but are not limited to:
  - a. Posting multiple messages similar in content to newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
  - b. Calling, messaging, storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
  - c. Posting or transmitting any information or software that contains a virus worm, "bots" or other harmful component;
  - d. Without permission from the owner of a system or network, doing any of the following: (i) accessing the system or network, (ii) monitoring data or traffic, (iii) probing, scanning, and/or testing firewalls, (iv) testing the vulnerability of a system or network or (v) breaching the security or authentication routines of a system or network;
  - e. Relaying e-mail in an anonymous fashion or forging any TCP-IP packet header;
  - f. Mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network;
  - g. 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;
  - h. Falsifying User or other identifying information provided to NWN or to other Users of the Services;
  - i. Use of any Products or Services in violation of any trademark, copyright, or any other intellectual property protection law or provision, or AUP of any third party provider;
  - j. Use of any Products or 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;
  - k. Auto-dialing or predictive-dialing (sometimes referred to as "robo-dialing");
  - l. Continuous or extensive chat line or conference call participation that unreasonably burdens impacted networks to the extent that access or network performance for other Users is expected to become degraded or otherwise impaired;
  - m. Use of free conference calling or similar Services that NWN in its sole discretion deems to participate in traffic stimulation practices or schemes;
  - n. Use of an open telephone line as a monitoring, intercom or similar Service;
  - o. 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;

- p. 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;
- q. Use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;
- r. Unauthorized collection of data regarding the use or operation of the Products or Services;
- s. Transferring a customer's subscription to any NWN Service(s) to another provider without the Company's express prior written consent;
- t. restricting or inhibiting any other User or any other person from using and enjoying the Products, Services, and/or the Internet;
- u. Invading another person's privacy, stalking, or otherwise violating the rights of others in any way; or
- v. engaging in any of the foregoing activities by using the Services of another provider or third party and channeling such activities through an account, software, or a device provided by NWN, or otherwise involving any Products or Services, or any NWN account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities.

### Electronic Recording

You understand and acknowledge that there are federal and state statutes governing the electronic recording of telephone conversations and that NWN is not liable for any User's noncompliance with these statutes. Because these laws and User circumstances vary widely, you agree to carefully review your own circumstances in the context of applicable call recording laws when deciding whether to use the recording features of any Company Product or Service. It is the User's responsibility to determine if the electronic recordings are legal under applicable federal and state laws.

### Responsibility for User Content

You understand and acknowledge that neither NWN nor its vendors are liable for the accuracy, completeness, or legality of the content of any visual, written, or audible communications you upload or transmit using the Products or Services. You bear sole responsibility for such content.

### Remedies

1. NWN reserves the right, at its sole discretion, to determine if any Products or Services are being used for any of the above permitted or prohibited purposes or activities.
2. Violation of this policy may result in civil or criminal liability, and NWN in its sole discretion, in addition to any remedy that it may have at law or in equity, may exercise any of the following rights:
  - a. If the violation involves a Service, the Company may immediately suspend or terminate the User's permission to use the Service(s) subject to the violation, or all Services provided to and/or through that User, and may charge the User any applicable rates and suspension, cancellation, or termination fees.
  - b. If the violation involves a Product, the Company may (i) in the case of a device or other physical Product, demand immediate return of the Product in the same condition and working order as when delivered to the User, reasonable wear and

- tear excepted, at the User's expense, and is entitled to full reimbursement for any damages thereto, and (ii) in all other instances, immediately suspend or terminate the violating User's access to that Product only, or to all Company Products and Services provided to the User. In exercising its remedies under this Subsection b., the Company may charge the User any applicable rates and suspension, cancellation, or termination fees.
- c. In addition, NWN may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to the Company stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above.
  - d. NWN may bring legal action to enjoin violations and/or collect damages caused by any violation of any part of this Policy.
3. Any violations or attempted violations of this Policy by any User or any third party on the User's behalf constitute a violation of this Policy by both the User and the third party acting on its behalf, and a material breach of any applicable customer Agreement, including, without limitation, any applicable terms of Service and/or supplements to any applicable Agreement(s).
  4. NWN's failure to enforce this policy in any instance in which it might have application does not amount to a waiver of NWN's rights.
  5. IN NO EVENT SHALL NWN, CAROUSEL, OR ANY OF EITHER ENTITY'S EMPLOYEES, REPRESENTATIVES, CONTRACTORS, OR AFFILIATES BE LIABLE TO YOU, ANY USER, OR ANY THIRD PARTY FOR ANY DIRECT, COMPENSATORY, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, 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 NWN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF NWN IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN NWN AND ANY APPLICABLE USER AND APPLIES 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.

### Customer Agreements

1. Nothing in this Policy limits or is to be deemed a waiver of any rights or protections of NWN pursuant to any written agreement between NWN and any applicable User. This Policy must be read in connection with any such written agreement and not in conflict with any such agreement. This Policy, in connection with any such agreement, supersedes any other oral or written representations or agreement(s) made by NWN and/or its representatives regarding the Products or Services.
2. Subject to any arbitration, forum, or choice of law provisions of any written agreement between NWN and any applicable User, (i) this Policy shall be governed by, construed under and enforced in accordance with the laws of the State of Rhode Island without reference to its choice of law principles or the United Nations Convention on the International Sale of Goods; and (ii) in the event any party brings a civil action or

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initiates judicial proceedings of any kind related to this Policy (except for actions to enter or collect on judgments), Users consent to the exclusive personal jurisdiction and venue of the federal and state courts located in the State of Rhode Island. Notwithstanding any contractual time limits on any claims arising under any written agreement between NWN and any applicable User, all claims alleging violations of this Policy are subject to their respective Rhode Island statutes of limitations, as may be amended from time to time.

3. If any provision of this Policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Policy will not be affected thereby.