

WABASH COMMUNICATIONS, INC. (“WABASH”) ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) governs use of Wabash’s networks, services, systems, websites, software, hardware, and products (collectively, “Services”) by Wabash’s customers (“Customers”) and their authorized users (collectively, including Customers, “Users”). Upon any violation or reasonably suspected violation of this AUP, Wabash shall be entitled to immediately suspend provision of the Services in a manner reasonably tailored to address the potential harm. Customer shall immediately report any violations of this AUP to Wabash and cooperate with Wabash to investigate and remedy such violations.

Users shall not, and shall not authorize, encourage, assist, or enable any other party to engage in, any of the following in connection with the Services:

General Prohibitions

- Violating applicable laws or regulations.
- Using the Services in a manner that may expose Wabash or its suppliers to civil or criminal liability, or regulatory enforcement.

Activities Impacting Security or Reliability

- Damaging, interfering with, overburdening, or otherwise adversely impacting the availability, reliability, or stability of the Services or third-party systems or networks.
- Attempting to circumvent or break any security mechanism of the Services, or using the Services in a manner that poses a security or other risk to Wabash, Wabash’s suppliers, any User of the Services, or any third party.
- Benchmarking, tampering with, unauthorized testing of, reverse-engineering, decompiling, or otherwise using the Services in order to discover limitations or vulnerabilities, or evade filtering capabilities.
- Using the Services in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or other devices or systems in which malfunction of the Services would result in foreseeable risk of injury or death of the operator of the device or system, or to others.

Protecting Individuals’ Rights

- Engaging in fraudulent, deceptive, inaccurate, or misleading activity with respect to third parties (including impersonation of identity or identifiers such as phone numbers or email addresses) or otherwise bypassing legitimate identification systems.

- Using the Services to harvest or otherwise collect information about individuals, including email addresses or phone numbers, without their explicit consent or under false pretenses.
- Engaging in spamming, or other unsolicited, unwanted, or harassing advertising, marketing or other activities, including any activities that violate applicable anti-spamming, data protection, or privacy laws and regulations, including, but not limited to, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the Telephone Consumer Fraud & Abuse Prevention Act, the Children’s Online Privacy Protection Act, or the Do-Not-Call Implementation Act.
- Failing to obtain any legally required consent from applicable third parties (or, where required, their parents, representatives, or guardians) for the collection, use, and disclosure of the third parties’ personal data.
- To the extent that the Services are used to record or monitor calls or other communications, failing to comply with all applicable laws related thereto, including securing any required prior consents.

Telecommunications-Specific Limitations

- Violating applicable standards, policies, or guidelines published by generally recognized industry associations, such as, but not limited to, the Cellular Telecommunications Industry Association (including the [CTIA Short Code Monitoring Handbook](#) and [Messaging Principles and Best Practices](#)) and the Canadian Wireless Telecommunications Association (including the [Canadian Common Short Code Application Guidelines](#)).
- Violating telecommunications provider or other service provider requirements as communicated by Wabash.
- Using long virtual numbers or voice numbers to receive messages for the purposes of identity verification, bulk messaging, automated messaging, messages using automated dialing, or pre-recorded messaging, and the like.
- Forwarding from a virtual number to a dead endpoint (*i.e.*, if User forwards from a virtual number, User must make a reasonable attempt to receive or answer the message or call, as applicable).
- Artificially inflating traffic (*e.g.*, generating traffic that has been artificially increased to boost the revenue of an entity or network without offering any real benefit to the originator of the call), including inducement of third-party inbound calls or calls to toll-free numbers without a legitimate business purpose.
- Having a high volume of unanswered phone calls, or phone calls (including text-to-speech communications) that are less than twelve seconds in length.

- Using long virtual numbers provided by Wabash as identifiers for outbound calls, SMS messages, or other communications sent through providers other than Wabash.
- Transmitting caller or sender identification for outbound communications via the Services where the originating User's right to use such identification has not been validated.

Inappropriate or Harmful Content

Using, storing, uploading, downloading, submitting, transmitting, distributing, or facilitating the distribution of, any information that contains "inappropriate content," including, but not limited to, content that:

- May be considered libelous, slanderous, defamatory, threatening, sexually explicit, vulgar, profane, obscene, offensive, abusive, malicious or otherwise harmful to any person or entity, constitutes or promotes "hate speech," or is otherwise discriminatory based on race, sex, creed, religion, nationality, disability, sexual orientation, language, or age.
- Contains fraudulent offers for products or services, or any advertising or promotional materials that contain deceptive, false, or misleading statements, representations or claims, or false or inaccurate data, including the fraudulent use of credit cards.
- Contains or transmits viruses, Trojan horses, worms or any other malicious, harmful, or deleterious programs, or similar destructive programming routines.
- Promotes, markets, or otherwise relates to illegal activities or terrorism.
- Infringes on, misappropriates, dilutes, or violates any intellectual property rights or other rights of third parties, including but not limited to trademark, copyright, patent, trade secrets, rights of publicity, and rights of privacy.
- Constitutes or relates to "adult services" or content of an adult nature, including, without limitation, content that contains or depicts nudity, contains or depicts sexual activity, except where appropriate age-gating functionality has been implemented, such content is otherwise legal in the applicable jurisdiction, and only to the extent approved by Wabash.
- Comprises or promotes alcohol, firearms, or tobacco content, except where appropriate age-gating functionality has been implemented and such content is otherwise legal in the applicable jurisdiction.
- Contains sensitive financial or identification information or documents.
- Contains "protected health information" as defined by the United States' Health Insurance Portability and Accountability Act of 1996 as amended, except in connection with and in compliance with an active Business Associate Agreement with Wabash, or as

covered by the “conduit exception” or other applicable exception to requiring a Business Associate Agreement.

API Platform-Specific Limitations

In connection with the API Platform Services only:

- Offering or purporting to offer any services that allow the User to connect with emergency services personnel or public safety answering points such as 911, E911 services, or local equivalents.
- Bundling, aggregating or otherwise combining in any way any messages originating from any other telephone number, or engaging in group messaging; each number shall only be used for messages originating and terminating to such single, unique telephone number.
- Reselling, sublicensing, renting, or time-sharing the Services or any portion of the Services (including, without limitation, data received through the Number Insight or Verify Services) without Wabash’s express and specific prior written consent.
- Making the Services available to anonymous users; or failing to obtain, maintain, or (upon Wabash’s request) provide to Wabash, reasonable “Know Your Customer” information in compliance with applicable law for each User, including for each User (whether an individual or legal entity) at least its name, address, verified e-mail address, method of payment, and payment information, and where the User is a legal entity, the User’s state or country of formation, contact person, and company registration number.
- Sending a substantial amount of voice traffic, as reasonably determined by Wabash, only to specific regions or number ranges within a country in a manner that would cause Wabash to incur material costs beyond those incurred by Wabash when sending similar quantities of voice traffic equally spread across all regions and number ranges within such country.
- Using the Services in any manner that results in charges to Wabash by third parties, such as originating access charges, dip charges, collect calls, calls made to NPA-976-XXX or 900-XXX-XXXX numbers, or any other number or service where the calling party is billed for the call by the calling party’s provider on behalf of the terminating provider or its customer; or otherwise calling or sending messages to premium number ranges without Wabash’s prior written consent in each instance.

Applications Services-Specific Limitations

In connection with the Application Services only:

- *Removing or Blocking Communications.* Wabash may remove or block communications including calls to certain countries determined solely by Wabash if Wabash suspects a violation of this AUP, or if Wabash deems it necessary in order to protect the Services, Wabash’s network, employees, users or third parties from harm, fraud, and/or if required

by applicable law. Wabash may take such action without advance notice if required to protect Wabash and other users in Wabash's sole discretion. Any permitted removal of blocks to certain countries requires a written waiver of liability by Customer.

- *Fair and Reasonable Use.* Wabash's business service plans and features are for normal, reasonable business use and consistent with the types and levels of usage by typical customers on the same business calling plan. "Typical" refers to the calling patterns of at least 95% of Wabash's business Customers on the same business calling plan. Certain calling and messaging plans, including unlimited calling and messaging plans, are designed for normal commercial use and are not intended to represent typical usage by unique organizations such as call centers, resellers, fax messaging services, telemarketing firms, or for use without live dialog, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that normally experienced by other Wabash customers may cause extreme network capacity and congestion issues and interfere with Wabash's network and the third-party networks with which Wabash connects for call initiation and completion services.
- *Evaluation of Usage.* The following is a non-exhaustive list of impermissible uses under Wabash's calling plans that are considered outside of normal use, whether obtained directly from Wabash, an authorized reseller, or from a co-branded Wabash partner:
 - Resale to others;
 - Without live dialog, including use as a monitor or for transcription purposes;
 - Iterative dialing;
 - Fax broadcast or fax blasting;
 - Telemarketing uses not pre-approved by Wabash in writing, further subject to compliance with applicable laws;
 - Bulk call-in lines (*e.g.*, customer support or sales call centers unless Customer has purchased the Wabash contact center service, "hotlines," 900 numbers, sports-line numbers, *etc.*); and
 - Call or contact center uses not used in conjunction with Wabash pre-approved contact center systems or software platforms, or not otherwise pre-approved by Wabash in writing.
- *Review of Usage.* Wabash reserves the right to review usage of the Services to ensure that Users are not abusing or excessively using the Services.
- As a guide, in combination with other factors as described herein, Customer may be considered to be in violation of this AUP when any of the following occur:

- Aggregate outbound domestic long-distance calling exceeding 3,000 minutes per Unlimited Extension or; Premier seat per month pooled across all customer Unlimited Extension or Premier seat lines;
- Non-Bundled Toll-Free Number (TFNs): Aggregate inbound domestic toll-free calling exceeding 500 minutes per Unlimited Extension toll free number or seat toll free number per month pooled across all customer toll free number lines;
- Bundled TFN: The monthly TFN minutes and charge for the bundled TFN service is determined based upon the bundle package purchased by Customer. If Customer's usage exceeds the bundled minute allotment, Customer will be charged a Wabash's standard overage charge;
- Facsimile pages exceeding 500 pages pooled across all customer facsimile lines per month (excluding Personal Fax); or
- Personal facsimile pages exceeding 500 pages per personal fax line per month (assigned to a single extension).

If Customer's usage is excessive or abusive based on the above, Wabash reserves the right to charge, and Customer agrees to pay, a per minute fee based on Wabash Standard Charge.

Wabash may afford Customer the opportunity to correct abnormal usage patterns, but if Customer fails to immediately conform to normal use after Wabash's notice, Wabash reserves the right to charge the above-reference usage amount(s), and Wabash may exercise its right to transfer Customer's service to a more appropriate calling plan, charge applicable rates for that plan, implement other limitations, or suspend or terminate the relevant Wabash Services pursuant to this AUP and the Service Terms.

- *Prohibited Use.* In addition, the Services may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses under this AUP or otherwise applicable to the Services):
 - Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously);
 - Bulk call-in lines (e.g., customer support or sales call centers unless Customer has purchased the Wabash call center service, "hotlines," 900 numbers, sports-line numbers, etc.);
 - Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place outbound calls); or
 - Use an email box exclusively as storage space for data.

Wabash reserves the right to review Users' accounts at any time for potential abuses of this AUP. Wabash may determine abnormal or abusive usage as stated herein. If Wabash

determines that Users have violated this AUP, Wabash may invoice the Customer and Customer shall pay a per-minute or per-page fee for excessive use as described above.

- *Backup Wireless Service.* Any Backup Wireless Service offered by Wabash is not intended to be used as Customer's primary internet access source. It is to be used only as a backup/failover service in the event Customer's primary internet connectivity is materially degraded or unavailable. In the event Wabash determines that Customer is utilizing the Backup Wireless Service as primary access and not as a backup service (whether or not such plan contemplates overage charges), Wabash reserves the right to suspend or terminate such Service with prior written notice to Customer, and Customer shall be liable for all costs and charges associated with any such use, including any overage and other charges and costs incurred by Wabash. Wabash also reserves the right to throttle or reduce Service as needed due to Customer's recurring overages or prohibited use or in order to protect its network, its obligations to its wireless carriers and mitigate its costs, which may adversely impact Customer's other Wabash Services, in which case Wabash shall not be liable to Customer for such impacts or be subject to service credits or Customer's termination rights on account of such actions. Wabash shall not be responsible for any Service issues arising from such improper use including but not limited to service level credits, outages and degradation of call quality.
- *SMS/Texting.* SMS/Texting provided by Wabash is not meant to be unlimited, and Wabash is now required to comply with the new 10 DLC requirements, which includes placing a daily limit on the amount of SMS/Texting messages that is available to ensure the highest speed and deliverability of messages possible. 10 DLC stands for 10 Digit Long Code. It is the new standard for A2P messaging in the US, which applies to all messaging over 10-digit geographic phone numbers. Major US carriers have announced their requirements for SMS A2P (application-to-person) messaging using 10-digit geographic numbers, also known as 10 DLC. This new standard provides many benefits to our users including supporting higher messaging speeds and better deliverability. As part of Wabash's compliance with this new requirement, Wabash is limiting the number of SMS/Text messages to 2,000 messages/day per Customer account. If you require additional SMS/Text messages capacity, please contact Wabash Support to increase your daily limit.