

Bell Mobility Acceptable Use Policy

(the “AUP”)

Version Date: October 24, 2025

1. Scope and applicability.

This AUP between Bell Mobility Inc. (“**Bell**”) and You (the “**Client**”, “**You**”) governs Your access to, and use of, the Platform as a Service (PaaS) Platform. Capitalized terms are defined in Section 12 (Definitions). You agree to this AUP by accessing, registering for, or otherwise using the PaaS Platform. You agree to comply, and to ensure that, the End Users comply with the terms of this AUP. This AUP must be read in conjunction with the terms and conditions set out in the Agreement.

2. License and Right to Use

Bell grants You a non-exclusive, non-transferable, limited license to use the PaaS Platform in conjunction with the Services for Your direct benefit during the Service Term, subject to the terms of this AUP.

3. Acceptable Use and Restrictions

- (a) You, and any End User, may not use, directly or indirectly, the PaaS Platform, the Documentation, or the IP Rights provided or accessed under the AUP in any manner or for any purpose other than as permitted by the AUP. Without limiting the foregoing, You, and any End User, are prohibited from the following, including any attempt to do any of the following: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of any portion of the PaaS Platform that is provided to You in object code form; (ii) use the PaaS Platform for High Risk Activities; (iii) modify, copy, reproduce, or create derivative works of the PaaS Platform, in whole or in part; (iv) incorporate, embed or bundle the PaaS Platform, in whole or in part, with or into another product or other computer software code or permit any End User to use the PaaS Platform other than in connection with and as a part of the services or products as described in the Agreement; (v) access the PaaS Platform in a manner intended to avoid incurring fees or exceed usage limits or quotas; (vi) remove, alter, cover or obscure any proprietary rights notice, copyright notice or any other notice or Trademark that appears on or within the PaaS Platform; (vii) access or use the PaaS Platform for the purpose of: (a) building or benchmarking a competitive product or service; (b) monitoring its availability, performance, or functionality for any competitive purpose; or (c) disclosing the results of any benchmarking, stress test, or penetration test without Bell's prior written consent; or (viii) resell access to the PaaS Platform to any third party.
- (b) You shall ensure that each End User is provided a copy of this AUP and agrees to abide by the AUP, or is bound by written obligations at least as protective of Bell's and Bell Providers' rights and interests as those set forth in this AUP.
- (c) You shall implement and maintain processes and procedures to prevent unauthorized access to and use of the PaaS Platform and shall notify Bell as soon as practicable after You become aware of any such unauthorized access and use. You shall at all times use industry standard and up-to-date firewall and virus protection programs designed to ensure that no malicious code, such as viruses, worms, time bombs, Trojan horses, are uploaded to the PaaS Platform.
- (d) You, any third party acting on behalf of You and any End User, shall use reasonable means to keep the username and the password or any other user credentials (within its control), required to access the PaaS Platform, confidential and prevent any unauthorized access thereto. Any log-in

credentials and private keys generated by the PaaS Platform are for Your internal use only and You may not sell or transfer them to any other entity or person. Except to the extent caused by Bell's or its Personnel's acts or omissions resulting in breach of the AUP, You are responsible for all activities that occur under Your log-in credentials or private keys, regardless of whether the activities are authorized or undertaken by You, or by Your Personnel.

- (e) As between the Parties, You own all right, title and interest in and to all Customer Data and shall have sole responsibility for the legality, accuracy and maintenance of Customer Data. Without limiting the foregoing, You shall obtain and maintain all necessary licenses, consents and other permissions (including those required under Applicable Law), to authorize the processing of Customer Data (including any content protected by IP Rights) by Bell or Bell Provider's sub-processors in accordance with the terms of this Agreement. You hereby authorize Bell or Bell Provider's sub-processors to use, copy and process Customer Data for the purpose of providing the PaaS Platform, and for Bell to perform its obligations under this AUP.
- (f) You are solely responsible for regular and sufficient backups of all Customer Data on an environment other than the PaaS Platform.
- (g) You may not use the PaaS Platform abusively or in any other illegal manner in violation of Applicable Laws.

4. Indemnification

You shall indemnify, defend and hold harmless Bell and its Personnel (collectively, the "**Bell Indemnitees**") from all third party claims, damages, losses, costs and expenses (including reasonable attorneys' fees) (the "**Liabilities**") which any Bell Indemnitee may incur to the extent that such liabilities directly arise out of or result from: (i) any claim or allegation against Bell by any End Users which are based on Your failure to flow down any of this AUP or other service terms listed in the Agreement which You are contractually required to flow down; (ii) any unauthorized access granted to the PaaS Platform in material violation by You of the Agreement or this AUP; (iii) any representations or warranties made by You to End Users regarding any of the PaaS Platform product characteristics which You are not authorized to make under this AUP or the Agreement or any other written, legally binding statement between you and Bell relating hereto; or (iv) third party's (including End User's) claim directly resulting from or arising out of Your violation of Applicable Law or such third party's IP Rights.

5. Limitation of Liability

BELL IS NOT LIABLE TO CLIENT, END USER OR THIRD PARTY OR ANYONE USING THE PAAS PLATFORM, FOR THE FOLLOWING:

- i. ANY INFRINGEMENT CLAIMS BY CLIENT, END USER OR THIRD PARTY THAT THE PAAS PLATFORM INFRINGES OR MISAPROPRIATES SUCH PARTIES' IP RIGHTS;
- ii. ANY MISUSE OF THE PAAS PLATFORM, BREACH OF THIS AUP OR NEGLIGENCE BY CLIENT OR END USER; AND
- iii. ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PAAS PLATFORM OR THIS AUP, OR THE FOLLOWING DAMAGES WHETHER CHARACTERIZED AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES: LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, MISAPPROPRIATION OF CUSTOMER DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC

LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY, AND WHETHER PURSUANT TO COMMON LAW, EQUITY, OR STATUTE, EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE SUCH DAMAGES.

EXCEPT FOR PHYSICAL INJURIES OR DEATH, OR FOR DAMAGE TO TANGIBLE PROPERTY CAUSED BY BELL'S GROSS NEGLIGENCE, FOR WHICH, IN EACH CASE, BELL'S LIABILITY SHALL NOT BE LIMITED, BELL'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THE AUP OR THE USE OF THE PAAS PLATFORM, WHETHER ARISING IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY, AND WHETHER PURSUANT TO COMMON LAW, EQUITY, OR STATUTE, EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (1) ONE MONTH OF FEES AND (2) \$1,000.

THIS SECTION SHALL APPLY EVEN IF THERE IS A BREACH OF CONDITION, A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH OF THE AUP. CLIENT AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THE AUP AND THAT BELL WOULD NOT HAVE ENTERED INTO THE AUP BUT FOR CLIENT'S AGREEMENT TO LIMIT BELL'S LIABILITY IN THE MANNER, AND TO THE EXTENT PROVIDED FOR IN THIS SECTION.

6. Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BELL DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BELL, ITS EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTIES.

Further, Bell does not represent or warrant that: (i) the PaaS Platform will meet Your or the End User's business requirements; (ii) the PaaS Platform will be error-free or uninterrupted or that the results obtained from its use will be accurate or reliable; or (iii) all deficiencies in the PaaS Platform can be found or corrected.

7. Term and Termination

- (a) In the event that the Agreement is terminated, this AUP will terminate and all End User access to the PaaS Platform will immediately terminate.
- (b) Bell shall be entitled forthwith to terminate Your access to the PaaS Platform by written notice to You if:
 - i) You commit a material breach of any of the provisions of the Agreement or this AUP and, in the case of a breach capable of remedy, fail to remedy the same within thirty (30) days after the receipt of a written notice by Bell giving particulars of the breach and requiring it to be remedied;
 - ii) You (i) are subject to proceedings in bankruptcy or insolvency; (ii) have a receiver appointed; (iii) assign Your property to creditors or perform any other act of bankruptcy; or (iv) become insolvent and cannot pay Your debts when they are due;
 - iii) required by a Governmental Authority and such request cannot adequately be rectified with reasonable means;

- iv) a change in Applicable Law, or the application or enforcement thereof, makes the provision of the the PaaS Platform to be a breach of such Applicable Law.

(c) Upon termination or expiration of the Agreement:

- i) Termination of the Agreement or this AUP, in whole or in part, will not: (A) affect Your liabilities or obligations that arose prior to termination; (B) give rise to termination fees or penalties of any kind against Bell; or (C) affect any remedies to which Bell may be entitled under this AUP or the Agreement;
- ii) you shall have no claim against Bell, or any entity of Bell for compensation for loss of distribution rights, loss of goodwill or any other similar loss; and
- iii) subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, Bell shall not have any further obligation to you under the Agreement or this AUP.

8. Ownership of Intellectual Property

Bell Providers are at all times and remain the owner of all data, information, documents, know-how, inventions, copyrights and other IP Rights in any territories (including but not limited to patents, utility rights, designs, trademarks, whether applied for or already registered) in the PaaS Platform.

9. Violation of Acceptable Use Policy

Nothing contained in this policy shall be construed to limit Bell's actions or remedies in any way with respect to any of the foregoing activities. Bell reserves the right to take any and all additional actions it may deem appropriate with respect to such activities which may include audits of Your use of the PaaS Platform to ensure compliance with the AUP.

This AUP may be revised at any time without written notice at the sole discretion of Bell. Continued use of the PaaS Platform after the effective date of any update constitutes acceptance of the revised AUP. If You object to any modification, Your sole remedy is to cease all use of the PaaS Platform and, where applicable, terminate the Agreement pursuant to its terms.

10. Disputes, Governing Law and Jurisdiction

This AUP and any dispute, controversy or claim arising out of or relating to this AUP, or the interpretation, breach, termination or validity hereof, shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada as applicable.

11. Survival

The following Sections of the AUP shall survive termination or expiration of the AUP and any other provision that by law or its nature should survive:

- (a) Section 4(Indemnification);
- (b) Section 5(Limitation of Liability);
- (c) Section 6 (Disclaimer);
- (d) Section 10 (Disputes, Governing Law and jurisdiction); and
- (e) Section 11 (Survival).

12. Definitions

“Affiliate” means any entity that controls, is controlled by, or under common control with another party. For the purposes of this definition, the term “control” shall be understood as owning more than fifty percent (50%) of the equity interest, directly or indirectly, or the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise.

“Agreement” means the Bell terms of service or other similar agreement agreed to between the Client and Bell for access and use of the Services.

“Applicable Law” means all applicable domestic or foreign law, rule, statute, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction, or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline, as issued by each Governmental Authority having jurisdiction over the Parties or the subject matter of this AUP, or as otherwise duly enacted, enforceable by law, the common law or equity. For certainty, the term “Applicable Law” includes repeals of, replacements of, successors of and amendments to the foregoing, where applicable, made by a Governmental Authority.

“AUP” or “Acceptable Use Policy” means this acceptable use policy for the PaaS Platform, as stated and modified by Bell from time to time.

“Bell Provider” means Bell’s agent, supplier, licensor or service provider including 1NCE Canada Inc.

“Client Customer” means any customer of Client as described in the Agreement.

“Confidential Information” means any information (including Personal Data), whether in tangible or intangible form, made directly or indirectly available by or on behalf of one Party (and in Bell’s case, a Bell Provider) (the **“Disclosing Party”**) to the other Party, its Affiliates or Personnel (the **“Receiving Party”**) in connection with this Agreement, and which information: (i) is identified or being treated as confidential by the Disclosing Party or would be understood to be confidential by a person exercising reasonable business judgment; and (ii) includes the existence of this Agreement and the fact that discussions between the Parties have been or are taking place. Confidential Information does not include information which the Receiving Party can prove: (a) was rightfully known by it without obligation of confidentiality prior to disclosure of such information by the Disclosing Party; (b) is or becomes generally available to the public, other than due to the Receiving Party’s breach of this Agreement; (c) was independently developed by the Receiving Party without use of any Disclosing Party’s Confidential Information; or (d) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not in breach of its obligations of non-disclosure towards the Disclosing Party. Notwithstanding the foregoing, items (a), (b), (c) and (d) will not apply to any of the Disclosing Party’s Personal Data.

“Customer Contract” shall mean each of the contracts entered into by a Client Customer and Client in respect of the Services.

“Customer Data” means any of Your or your Affiliates information and data that has been made available to in connection with the Agreement, including any of Your or Your Affiliates’ Confidential Information or information and data pertaining to Client Customers and Personnel.

“Documentation” means any documentation that Bell or a Bell Provider makes generally available to You or the End Users or otherwise provides to You or the End Users, including, where applicable, end user license agreements, service descriptions, product specifications, service levels, and user manuals.

“End User” means any user (including Client Customer) who is provided access to the Services and the PaaS Platform by You.

“Governmental Authority” includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.

“High Risk Activities” shall mean activities where the use or failure of the PaaS Platform could lead to death, personal injury, or environmental or property damage (such as the creation or operation of nuclear facilities, air traffic control, life support systems, or weaponry).

“IP Right” means any right that is or may be granted or recognized regarding patents, copyright, moral rights, trade secrets, trademarks, domain names, industrial designs, integrated circuit topography, and personality rights, and any other legislative provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and includes rights in any application for any of the foregoing.

“PaaS Platform” shall mean the platform as a service (PaaS) offering and all other related materials, software products and services facilitated and offered by Bell.

“Personnel” means directors, officers, employees, agents, and subcontractors.

“Personal Data” means information relating to an identified or identifiable individual. Personal Data includes any “personal information” as defined in Section 2(1) of the *Personal Information Protection and Electronic Documents Act* (S.C. 2000, C.5), as may be amended, interpreted or replaced.

“Services” means the services provided by Bell to You as described in the Agreement.

“Service Term” means the Initial Validity Period, any Top-Up Extension and any additional period of time before termination of the Agreement, as defined in the Agreement.

“SIM Cards” means the subscriber identity module cards provide by Bell to You.

“Trademarks” includes trademarks, trade names, brand names, service marks, certification marks, distinguishing guises, and logos of Bell or any Bell Provider.