

## Iono SafeSpaces™ Terms of Service

**powered by Kloudspot.**

PLEASE NOTE THAT Iono SafeSpaces™ is a product solution powered by Kloudspot platform. HENCE, USERS ARE REQUIRED TO AGREE TO THE TERMS OF SERVICES (“TOS”) PRESCRIBED AS PER BELOW:

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE WEBSITE AND PRODUCTS AND SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE “SERVICES”) OF IONO / KLOUDSPOT IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

BY CLICKING/CHECKING THE “I AGREE” BUTTON/BOX, ACCESSING THE IONO / KLOUDSPOT WEBSITE, UTILIZING THE IONO / KLOUDSPOT SERVICES, OR SIGNING OR SUBMITTING AN ORDER FORM FOR THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THE IONO / KLOUDSPOT SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

This is a legal agreement (“Agreement”) between “You” (the entity or person using, accessing, ordering, purchasing or paying for the Services) and Iono / Kloudspot for use of the Services which You selected or initiated. If You do not agree with the terms of this Agreement, do not use or access the Services or, when applicable, click the “Cancel” button and do not purchase the Services.

You affirm that any individual agreeing to this Agreement on behalf of a legal entity is authorized by such entity to enter into this Agreement on behalf of such entity. Any individual entering into this Agreement on his or her own behalf or on behalf of a legal entity is of legal age and is otherwise fully able and competent to enter this Agreement on his or her behalf or on behalf of such entity. The Services are not intended for use by persons under the age of 18.

Iono / Kloudspot reserves the right to modify these Terms of Service by posting new Terms of Service on its website. Your continued use of the Services after the new Terms of Service are posted will constitute your acceptance of the new Terms of Service.

Any software associated with the Services and website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. SERVICES. Iono / Kloudspot will provide the Services in accordance with this Agreement. In order to use certain Services, you may be required to download content, software, and/or required to agree to additional terms and conditions. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Services which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service.

Iono / Kloudspot may at its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice. Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to use such Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility. You agree that Iono / Kloudspot is free to use in any manner, including incorporating into Services, any feedback, suggestions, recommendations or ideas you submit to Iono / Kloudspot regarding Services, without notice or compensation to You.

2. **RESPONSIBILITY FOR REGISTRATION INFORMATION; COMMUNICATIONS FROM IONO / KLOUDSPOT.** You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate and hereby consent to Iono / Kloudspot receiving and retaining such information. Your individual users or administrator may also be asked to choose user names and passwords. You are entirely responsible for maintaining the security of Your user names and passwords and agree not to disclose such to any third party. By registering with Iono / Kloudspot, you understand that we may send You communications or data regarding Services, including but not limited to (a) notices about Your use of the Services, including any notices concerning violations of use, (b) updates, and (c) promotional information and materials regarding Services, via electronic mail. We give you the opportunity to opt-out of receiving electronic mail from us constituting marketing or promotional material by following the opt-out instructions provided in the message. You acknowledge that it is necessary for Iono / Kloudspot to send certain electronic mail in order to deliver the Services to you and manage our relationship with You and that your decision to opt-out of receiving marketing and promotional materials will not result in discontinuing the delivery of electronic mail necessary for use or delivery of the Services.
  
3. **THIRD PARTY DATA.** When the Services are deployed in facilities owned or managed by you, data from third parties who are in or near such facilities may be collected by the Services from such third parties' phones, tablets, computers or other devices ("Third Party Data") and such Third Party Data may be processed by Iono / Kloudspot and stored by You or by Iono / Kloudspot, as designated by You. You hereby consent to the collection and processing of Third Party Data and agree that you will obtain any other consents, permissions or releases required by applicable law relating to the collection, processing and storage of Third Party Data. Iono / Kloudspot will not release, publish, disclose or distribute Third Party

Data other than to You and to parties under contract with Iono / Kloudspot who assist us in developing, maintaining and delivering the Services (“Contractors”) or otherwise with your consent or at your direction. You agree that Iono / Kloudspot may use, modify, adapt, reproduce, distribute, display and disclose Third Party Data internally and with Contractors to: (a) provide the Services, and (b) modify and improve our Services. You agree that you will not collect, use, process, store or access (or authorize Iono / Kloudspot to collect, use, process, store or access) any Third Party Data in any manner that will: (i) violate any contractual rights, privacy rights or other legal rights of third parties, (ii) violate any laws or regulations, including but not limited to data privacy laws and regulations, or (iii) which might otherwise subject you or Iono / Kloudspot to any legal liability. Iono / Kloudspot will have no liability of any kind as a result of the collection, storage, deletion, or modification, of any of Third Party Data associated with your use or deployment of the Services.

You must immediately notify Iono / Kloudspot in writing if You become aware of any unauthorized use of any (a) Third Party Data (b) Your account, or (c) the Services. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide Iono / Kloudspot with such cooperation and assistance related to any such unauthorized use as Iono / Kloudspot may reasonably request.

4. REMEDIAL ACTION. In the event Iono / Kloudspot becomes aware of any complaints and violations of this Agreement, it may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing Third Party Data or terminating accounts and/or User profiles. However, because situations and interpretations vary, Iono / Kloudspot also reserves the right not to take any action. Under no circumstances will Iono / Kloudspot be liable in any way for any data or other content collected by the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content. If at any time You are not happy with the Services, Your sole remedy is to cease using the Services.
5. CHARGES. You agree that Iono / Kloudspot may charge to Your credit card or other payment mechanism selected by You and approved by Iono / Kloudspot (“Your Account”) all amounts due and owing for the Services, including service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account. Iono / Kloudspot may change prices at any time without prior notice, including changing from a free service to a paid service and charging for Services that were previously offered free of charge. You agree that in the event Iono / Kloudspot is unable to collect the fees owed to Iono / Kloudspot for the Services through Your Account, Iono / Kloudspot may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all

costs and expenses incurred by Iono / Kloudspot in connection with such collection activity, including collection fees, court costs and attorneys' fees. You further agree that Iono / Kloudspot may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

6. **LIMITATIONS ON USE.** The Services provided to You may be used solely by You and may not be shared, resold, reproduced, or otherwise provided by You, directly or indirectly, to any other person. You will not offer or enable any third parties to use the Services purchased by You, resell or redistribute the Services or otherwise generate income from third parties gaining access to the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services. You shall not engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Iono / Kloudspot 's security systems.
  
7. **PROPRIETARY RIGHTS.** Iono / Kloudspot and/or its suppliers, as applicable, retain ownership of all proprietary rights and intellectual property rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("Iono / Kloudspot Marks") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose the Services, any Iono / Kloudspot Marks, or other proprietary information (including images, text, page layout, or form) of Iono / Kloudspot without express written consent. You may not use any meta tags or any other "hidden text" utilizing Iono / Kloudspot Marks without Iono / Kloudspot 's express written consent.
  
8. **COPYRIGHT.** You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. Iono / Kloudspot may deny access to the Services to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if You believe that Your copyright has been infringed, please provide Iono / Kloudspot 's Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that You claim has been infringed; (iii) a description of where the material that You claim is infringing is located on the Services; (iv) Your address, telephone number, and email address; (v) a written statement by You that You have a good faith belief that the disputed use is not

authorized by the copyright owner, its agent, or the law; (vi) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. Iono / Kloudspot's Copyright Agent for notice of claims of copyright infringement can be reached as follows: email: [contracts@ionoin.com](mailto:contracts@ionoin.com); regular mail: Iono, 5569 Snell Ave. suite 339, San Jose, CA 95123, USA. In the event Third Party Data is removed pursuant to this process, You will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Product activities or communications. As such, they are not subject to Iono / Kloudspot's Privacy Policy. This means Iono / Kloudspot may publish or share them with third parties at our discretion, and Iono / Kloudspot may produce them pursuant to a legal discovery request.

9. **TERMINATION.** You may terminate this Agreement by providing thirty (30) days prior written notice via email to Iono / Kloudspot at [contracts@ionoinc.com](mailto:contracts@ionoinc.com). If you have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term, subject to thirty (30) days prior notice. If specified in the order form You used to order the Services, a subscription term may renew automatically if not terminated in accordance with the provisions of the order form. If You fail to comply with any provision of this Agreement, Iono / Kloudspot may terminate this Agreement immediately upon notice to you and accelerate and make immediately due all fees under your order or subscription for the Services. Sections 2 through 15, inclusive, shall survive any termination of this Agreement. Upon any termination of this Agreement, You must cease any further use of the Services and destroy any copies of associated software within Your possession and control. You will not destroy or attempt to harm any Services or associated software on Iono / Kloudspot's servers or Iono / Kloudspot's network.
  
10. **EXPORT RESTRICTIONS.** You acknowledge that the Services, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.
  
11. **INJUNCTIVE RELIEF.** You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to Iono / Kloudspot, its affiliates, suppliers and any other party authorized by Iono / Kloudspot to resell, distribute, or promote the Services ("Resellers"), and under such circumstances Iono / Kloudspot, its affiliates, suppliers and Resellers will be

entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

12. LIMITED WARRANTY AND DISCLAIMER. IONO / KLOUDSPOT WARRANTS THE SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICE DESCRIPTIONS WHICH MAY BE FOUND AT <https://documentation.lono / Kloudspot .com/help>. YOUR SOLE REMEDY AND IONO / KLOUDSPOT 'S SOLE OBLIGATION IN THE EVENT OF A BREACH OF THIS WARRANTY IS TO MAKE REASONABLE EFFORTS TO CORRECT SUCH BREACH. YOU UNDERSTAND AND AGREE THAT EXCEPT FOR THE WARRANTIES SPECIFIED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND IONO / KLOUDSPOT, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IONO / KLOUDSPOT, ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. IONO / KLOUDSPOT DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR THIRD PARTY DATA. IONO / KLOUDSPOT CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. You agree to indemnify, defend and hold harmless Iono / Kloudspot , its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity. Without limiting the foregoing, the Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, Iono / Kloudspot, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

13. **Privacy.** Use the Services is also subject to Iono / Kloudspot 's **Privacy Policy**, a link to which is located at the footer on Iono / Kloudspot 's website, and which is incorporated into this Agreement by this reference. Additionally, You understand and agree that Iono / Kloudspot may contact You via e-mail or otherwise with information relevant to Your use of the Services, regardless of whether You have opted out of receiving such notices. You also agree to have Your name and/or email address listed in the header of certain communications You initiate through the Services.

14. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IONO / KLOUDSPOT OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF IONO / KLOUDSPOT, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, IONO / KLOUDSPOT 'S, ITS AFFILIATES', SUPPLIERS' AND RESELLERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

## 15. MISCELLANEOUS

15.1 **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., as applied to agreements entered into and to be performed in California by California residents. The parties consent to the exclusive jurisdiction and venue of the state courts located in and serving Santa Clara County, California and the federal courts in the Northern District of California.

15.2 **Waiver and Severability.** Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision

will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

15.3 General Provisions. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Iono / Kloudspot may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. These changes will be effective upon posting on Iono / Kloudspot 's website. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such changes are effective, You will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to Iono / Kloudspot under this Agreement must be provided to the email address set forth in Section 9 above, or other contact information as provided by Iono / Kloudspot for such purpose. Any and all rights and remedies of Iono / Kloudspot upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on Iono / Kloudspot, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

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