

Convergent Technologies, LLC Software and Managed Services Acceptable Use Policy

Last updated: 1/5/2023

Convergent Technologies, LLC (“Convergent”) is committed to protecting its employees, property, and interests, to protecting the property and interests of its vendor partners, and to ensuring the products and services it deploys are not used for unlawful or improper purposes. In furtherance of this objective, the following Acceptable Use Policy (“AUP”) governs how Convergent’s customers (“Customers”) may use software, services, and associated equipment deployed, installed, monitored, managed, or maintained by Convergent (collectively, “Services”), including where those Services include software or systems developed, maintained, managed, or supported by third parties, such as one of Convergent’s vendor partners (e.g., SaaS offerings). This AUP applies to any Customer that has executed an agreement that references this AUP, as well as any Customer that uses a Convergent system or platform on which this AUP is posted. Customers may not use any portion of the Services except as expressly authorized in this AUP.

Customer is permitted to use the Services solely for the specific, legitimate business uses contemplated by the agreement(s) it has executed with Convergent. Customer **may not**:

- Use the Services in any way that may cause injury to any person or entity; is inconsistent with the safe and proper use of the Services; or is inconsistent with proper usage instructions of the third party equipment manufacturer or as communicated by Convergent;
- Use the Services in a manner that violates anyone’s rights to privacy or publicity, or results in any conduct or content that could be considered defamatory, libelous, knowingly false, fraudulent, indecent, violent, offensive, obscene, profane, hateful, abusive, discriminatory (including age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender, gender expression, national origin, citizenship, disability, or marital status or any other legally recognized protected basis under federal, state, or local or international laws, regulations, or ordinances), racially or religiously biased, threatening, pornographic, or harassing;
- Use the Services in any way that violates or facilitates violation of any local, state, national, and international laws, statutes, rules, regulations, or ordinances;
- Use the Services in any manner that could harm any Convergent property, employees, brands, or reputation;
- Use the Services in a manner that infringes any third party’s copyright, patent, trademark, trade secret, confidentiality, or other proprietary rights;
- Use the Services in a manner that degrades the performance of the Services;
- Share, store and/or transfer any information or data relating to the Services, except as permitted by Convergent.
- Export software, technical information, encryption software or technology relating to the Services in violation of international or regional export control laws.
- Damage any aspect of the Services (including software and hardware), fail to protect and secure the Services (including any associated equipment) from physical or cyber attacks, or allow a cyber attack to infiltrate the Services or Convergent networks or systems;
- Modify any equipment or software, or install any software not approved by Convergent, including but not limited to malicious computer code (for example, a virus, worm, Trojan horse, spyware, malware) or other computer file or program that is potentially harmful or invasive or may damage or hijack the operation of the Services;
- Gain or attempt to gain unauthorized access to the Services, circumvent computer security measures, and/or interfere with, modify, or disrupt the operation of or effect security breaches of the Services or associated equipment;

- Reverse engineer or otherwise use any manual or automatic device to systematically determine how proprietary aspects of the Convergent Services operate, access the Services in order to build a similar or competitive product or service, and/or infringe or misappropriate any intellectual property associated with the Services;
- Duplicate any portion of the Services or incorporate any portion of the Services into any other product or service without Convergent's express prior written consent;
- Access or use (or attempt to access or use) the Services by any means other than through the methods provided or approved by Convergent; and/or
- Engage in activities which deprive, deny or interfere with the legitimate access or activities of Convergent personnel and other customers.

Customer shall ensure its personnel and authorized contractors or agents comply with this AUP. If at any time a Customer believes it is in violation of or cannot comply with any part of this AUP, it must promptly notify Convergent in writing. From time to time, Convergent may change this AUP. A Customer's continued use of the Services following any changes indicates its acceptance of those changes.