

Last updated: 8/8/2023

## **TEXT MESSAGE ROUTING ACCOUNT (“TMRA”) USER INTERFACE (“UI”) & MOBILE UI-APPLICATION (“UI-APP”) END USER LICENSE AGREEMENT**

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY. IT COVERS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS IN ADDITION TO ANY LIMITATIONS AND EXCLUSIONS WHICH UI-APPLY TO CONNECTIONSGT, LLC’S UI and MOBILE UI-APPLICATION SOFTWARE PRODUCT LICENSE. THIS EULA IS AN AGREEMENT BETWEEN YOU, HEREINAFTER REFERRED TO AS (“End User,”) AND CONNECTIONSGT, LLC OR ITS ASSIGNEE, HEREINAFTER REFERED TO AS (“Licensor.”) BY INSTALLING AND/OR USING THE UI and UI-APP, End User AGREES TO COMPLY WITH ALL THE TERMS AND CONDITIONS STATED OR REFERENCED IN THIS EULA. IF End User DOES NOT AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS, End User AGREES TO NOT INSTALL OR USE THE UI and UI-APP. ANY CHANGES OR MODIFICATIONS MADE BY End User TO THESE TERMS AND CONDITIONS WILL NOT CHANGE THE SCOPE OF THIS EULA AND WILL NOT BE ACCEPTED BY THE Licensor.

The ConnectionsGT UI and UI-APP, herein after referred to as the (“UI-UI-APP”), is licensed to End User (either a company or – by extension – a company employee or a company-designated user) by the Licensor, located at 1515 Elizabeth Street, Suite K, Melbourne, FL, 32901, for use only under the terms of this EULA.

By downloading the UI-APP from Apple's software distribution platform ("App Store") and Google's software distribution platform ("Play Store"), and any update thereto (as permitted by this EULA) indicates that End User agrees to be bound by all of the terms and conditions of this EULA, and that End User accepts this EULA App Store and Play Store are referred to in this EULA as “Services.

The parties to this EULA acknowledge that the Services are not a Party to this EULA and are not bound by any provisions or obligations with regard to the UI-APP, such as

warranty, liability, maintenance and support thereof. The Licensor, not the Services, is solely responsible for the UI-APP and the content thereof.

This EULA may not provide for usage rules for the UI-APP that are in conflict with the latest [Apple Media Services Terms and Conditions](#) and [Google Play Terms of Service](#) ("Usage Rules"). The Licensor acknowledges that it had the opportunity to review the Usage Rules and this EULA is not conflicting with them.

The License transacted through the Services is licensed to End User for use only under the terms of this EULA. The Licensor reserves all rights not expressly granted to End User. The UI-APP is to be used on devices that operate with Apple's operating systems ("iOS" and "Mac OS") or Google's operating system ("Android") only.

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## **1. THE APPLICATION**

1.1 The UI-APP is a piece of software created to facilitate communication between parties and is customized for iOS and Android mobile devices ("Devices.") It is used to as a means of communication between staff employed

by the Company which purchased the license, hereinafter referred to as (“Licensee,”) and/or communication between the customers and staff of the Licensee.

1.2 The UI-APP is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if End User’s interactions would be subjected to such laws, End User may not use this UI-APP. End User may not use the UI-APP in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## **2. SCOPE OF LICENSE**

2.1 End User is given a non-transferable, non-exclusive, non-sublicensable license to install and use the UI-APP on any Devices that End User owns or controls.

2.2 This license will also govern any updates of the UI-APP provided by Licensor that replace, repair, and/or supplement the first UI-APP, unless a separate license is provided for such update, in which case the terms of that new license will govern.

2.3 End User may not share or make the UI-APP available to third parties. End User may not sell, rent, lend, lease or otherwise redistribute the UI-APP.

2.4 End User may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the UI-APP, or any part thereof..

2.5 End User may not copy or alter the UI-APP or portions thereof. End User may not remove any intellectual property notices. End User acknowledges that no unauthorized third parties may gain access to this UI-APP at any time. If End User sells their Devices to a third party, End User must remove the UI-APP from the Devices before doing so.

2.6 Violations of the obligations mentioned above and the conditions laid out in section 6.3 below, as well as the attempt of any such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

### **3. TECHNICAL REQUIREMENTS**

3.1 The UI-APP requires a software version of 1.4.5 or higher. Licensor recommends using the latest version of the software.

3.2 Licensor attempts to keep the UI-APP updated so that it complies with modified/new versions of the firmware and new hardware. End User is not granted rights to claim such an update.

3.3 End User acknowledge that it is End User's responsibility to confirm and determine that the UI-APP end-user device on which they intend to use the UI-APP satisfies the technical specifications mentioned above.

3.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

### **4. MAINTENANCE AND SUPPORT**

4.1 The Licensee is not obligated, expressed or implied, to provide any maintenance, technical or other support for the UI-APP. The Licensor is solely responsible for providing any maintenance and support services for this UI-APP. End User can reach the Licensor at the email address listed in the App Store or Play Store Overview for this UI-APP.

4.2 Licensor and End User acknowledges that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the UI-APP.

### **5. USE OF DATA**

5.1 End User acknowledges that Licensor will be able to access and adjust their downloaded UI-APP content and End User's personal information, and that

Licensor's use of such material and information is subject to the End User's legal agreements with Licensor and Licensor's privacy policy:

<https://www.connectionsqt.com/privacy-statement>

5.2 End User acknowledges that the Licensor may periodically collect and use technical data and related information about End User's device, system, and application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to End User (if any) related to the UI-APP. Licensor may also use this information to improve its products or to provide services or technologies to End User.

## **6. USER-GENERATED COMMUNICATION AND CONTRIBUTIONS**

6.1 The UI-APP does not offer End User the opportunity to submit or post content. Content is defined as meaningful, substantive, and/or original information intended to inform, entertain, or otherwise impart knowledge to an audience. Upon written consent of Licensor, the UI-APP may provide End User with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials on behalf of the Licensee.

6.2 The UI-APP does offer End User the ability to engage in communication. Communication is defined as performance-based tasks included as part of End User's daily job description for the Licensee. Communication may include but is not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material. Any communication conducted by End User using the UI-APP is intended for business use only, and will be subject to Licensee's specific policies regarding usage. Any communication made using the UI-APP may be viewable by other users of the UI-APP and through third-party websites or applications. As such, any communication End User transmits may be treated in accordance with the UI-APP Privacy Policy located at <https://www.connectionsqt.com/privacy-statement>.

6.3 In the event End User is granted permission to make Contributions per this EULA in section 6.1, or engage in communication per this EULA in section 6.2, End User thereby represents and warrants that:

6.3.1 The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of End User Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

6.3.2 End User is the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize the Licensor, the UI-APP, and other users of the UI-APP to use their Contributions in any manner contemplated by the UI-APP and this EULA.

6.3.3 End User has the written consent, release, and/or permission of each and every identifiable individual person in their Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of their Contributions in any manner contemplated by the UI-APP and this EULA.

6.3.4 End User's Contributions are not false, inaccurate, or misleading.

6.3.5 End User's Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

6.3.6 End User's Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by the Licensor).

6.3.7 End User's Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

6.3.8 End User's Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

6.3.9 End User's Contributions do not violate any applicable law, regulation, or rule.

6.3.10 End User's Contributions do not violate the privacy or publicity rights of any third party.

6.3.11 End User's Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

6.3.12 End User's Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

6.3.13 End User's Contributions do not otherwise violate, or link to material that violates, any provision of this EULA, or any applicable law or regulation.

6.3.14 End User does not have the right to link the UI-APP to any social networking accounts.

6.4 Any use of the UI-APP in violation of the foregoing violates this EULA and may result in, among other things, termination or suspension of EU's rights to use the UI-APP.

## **7. LIABILITY**

7.1 Licensor's liability is outlined in the Licensor's Terms and Conditions located at <https://www.connections-gt.com/terms-and-conditions>.

## **8. WARRANTY**



8.1 Licensor warrants that its title to the UI-APP is free and unencumbered, and that it holds the right power and authority to license the same.

8.2 Licensor warrants that it uses its best efforts to ensure the UI-APP is free of spyware, trojan horses, viruses, or any other malware at the time of the End User's download. Licensor warrants that the UI-APP works as described in the user documentation.

8.3 No warranty is provided for the UI-APP that is not executable on the device, that has been used in an unauthorized manner, or if there are any other reasons outside of Licensor's sphere of influence that affect the executability of the UI-APP. Such unauthorized use may include:

8.3.1 The improper use, operation, or neglect of the UI-APP

8.3.2 The use of the UI-APP with an unsupported web browser

8.3.3 The failure by the Licensee to implement recommendations in respect of or solutions to issues previously advised by Licensor

8.3.4 Any repair, adjustment, alteration, or modification of the UI-APP by any person other than Licensor

8.3.5 Any breach by the Licensee of any of its obligations under any agreement in respect of the operating equipment

8.3.6 The Licensee's failure to update to any New Release of the UI-APP within three days of access to the same

8.3.7 The use of the UI-APP for a purpose for which it was not designed

8.3.8 Data supplied by the Licensor or any End User which does not comply with the agreed formats

8.3.9 External Factors including insufficient internet bandwidth or incorrect Licensee setup

8.4 End User is required to inspect the UI-APP immediately after installing it and notify Licensor about issues discovered without delay by email provided in [Product Claims](#). The defect report will be taken into consideration and further

investigated if it has been emailed within a period of thirty (30) days after discovery.

8.5 If Licensor confirms that the UI-APP is defective, Licensor reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

## **9. PRODUCT CLAIMS**

9.1 Licensor and End User acknowledge that Licensor and not the Services, is responsible for addressing any claims of End User or any third party relating to the UI-APP or End User's possession and/or use of that UI-APP, including, but not limited to:

9.1.1 product liability claims;

9.1.2 any claim that the UI-APP fails to conform to any applicable legal or regulatory requirement; and

9.1.3 claims arising under consumer protection, privacy, or similar legislation.

## **10. LEGAL COMPLIANCE**

10.1 End User represents and warrants that End User is not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and that End User is not listed on any US Government list of prohibited or restricted parties.

## **11. CONTACT INFORMATION**

11.1 For general inquiries, complaints, questions or claims concerning the UI-APP, please contact:

Support

1515 Elizabeth Street, Suite K

Melbourne, FL 32901

United States

support@connections-gt.com

## **12. TERMINATION**

12.1 The license is valid until terminated by Licensor, Licensee, or by End User. Licensee's and End User's rights under this license will terminate automatically and without notice from Licensor if Licensee or End User fails to adhere to any term(s) of this license. In the event the working relationship between Licensee and End User is severed for any reason, the license will automatically be terminated. Upon license termination, End User shall stop all use of the UI-APP and destroy all copies – full or partial – of the UI-APP in their possession. Additionally, the liabilities and obligations contained in sections 2 and 6.3 remain in effect regardless of End Users working or non-working relationship to the Licensee, and the End User may still be subject to prosecution and damages.

## **13. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

13.1 Licensor represents and warrants that Licensor will comply with applicable third-party terms of agreement when using the UI-APP.

13.2 In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," both Apple and Google and their subsidiaries shall be third-party beneficiaries of this EULA and — upon End User acceptance of the terms and conditions of this EULA, both Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this EULA against End User as a third-party beneficiary thereof.

## **14. INTELLECTUAL PROPERTY RIGHTS**

14.1 Licensor and End User acknowledge that, in the event of any third-party claim that the UI-APP or the End User's possession and use of that UI-APP infringes on the third party's intellectual property rights, Licensor and not the

Services, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

## **15. APPLICABLE LAW**

15.1 This EULA is governed by the laws of United States and the state of Florida, excluding its conflicts of law rules.

## **16. MISCELLANEOUS**

16.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

16.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.