

Effective Date: 8/1/2023

## **TERMS AND CONDITIONS FOR THE TEXT MESSAGE ROUTING ACCOUNT AGREEMENT**

NOW THEREFORE, the parties hereto agree as follows:

### **1. MESSAGING TERMS & CONDITIONS**

1.1 Subject to the terms and conditions of the Agreement, the Company agrees to grant access and permit Customer to utilize the Services outlined in Exhibit A. In that capacity, Company will use commercially reasonable efforts to provide Customer the Services in a professional and workmanlike manner. Customer will identify an administrative username and password for Customer's use to access its account with the Company. References to the "Services" in the Agreement, are intended to include all products and services that the Company offers that Customer agrees to utilize as specified in Exhibit A. Services may include products that provide both (a) Platform services, including access to any application programming interface ("API") and (b) where applicable, connectivity services, that link the Services to communication providers' networks via the Internet. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice and the SLA.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

#### **2.1 Service Usage Restrictions**

With regards to the Services, Customer agrees that:

(A) Customer will not, directly or indirectly: reverse engineer, decompile, otherwise attempt to discover the source code, object code or underlying structure ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use C2T technology or links generated by the C2T technology to generate text messaging through other messaging providers without prior written authorization from Company; or remove any proprietary notices.

(B) Customer represents, covenants, and warrants to use the Services only in compliance with Company's standard published policies provided in writing to Customer prior to execution of this Agreement and as may be agreed between the parties in writing from time to time (the "Policy" or "Policies") and all applicable laws and regulations.

(C) Customer will not transfer, resell, lease, license or otherwise make available the Services to third parties. Customer is expressly not authorized to use the C2T technology on any other platform or solution except platform API services related to this Agreement or as otherwise permitted by Company.

(D) Customer acknowledges that: the C2T technology is proprietary; licensed by Company; links generated by the C2T technology may only be used with the messaging services provided under this Agreement or as otherwise permitted by Company; and all texts generated using C2T

technology are subject to the price per text services fees identified in Exhibit A. Any use, permissions, sublicenses of the C2T technology created by Customer's contracts with third parties, shall not constitute a sale of any rights in and to the C2T technology; shall be materially consistent with the terms of this Agreement; and shall not extend or continue, in any circumstances, any permissions or rights to use the C2T Technology after this Agreement is terminated.

## **2.2 Customer Responsibilities**

With regard to the use of Services, Customer further agrees that:

(A) Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, access to Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account or the Equipment with or without Customer's knowledge or consent.

(B) Customer is responsible for identifying third-party integrations. For Company to integrate with a third party, an amendment to this Agreement shall be signed by each one of the respective parties (Company, Customer, Third-party) (See Attached: Exhibit C). At the request of Customer, Company agrees to integrate with third-party applications provided the following:

(1.) There is a signed amendment asking Company to do so.

(2.) Company is not responsible for delays or damages caused by said third party.

(3.) Third party has an approved API that will work with the Company system. In the event the API provided by the third party requires development time from Company, then Company will provide to Customer a time and materials bid but will not commence work on such bid until approved by Customer in writing.

(C) Company enables Short Message Service ("SMS") and Multimedia Messaging Service ("MMS") messaging traffic for active, +1 country code landline telephone numbers in accordance with the applicable regulatory rules and industry guidelines. Customer authorizes the Company to text-enable landline numbers in conjunction with providing Customer such services. Customer is responsible for the accuracy of such landline numbers provided to the Company. Additionally, Customer is solely responsible for the content of the text messages transmitted on the text-enabled landline numbers to its intended recipient(s), employees, agents and or representatives.

(D) Customer is responsible for complying with other local, state, federal and international laws, statutes, ordinances, rules and/or regulations that may apply when utilizing the Company services.

## **2.3 Marketing Compliance**

(A) Customer agrees to ensure all one-to-many message distribution will not be sent until all distribution list of numbers have been properly scrubbed to remove mobile numbers that have been placed on "Do Not Call List" or have been a part of any litigation related to TCPA violations.

## **2.4 Company Representations, Warranties, and Covenants**

(A) Company will provide the Services in accordance with all applicable federal, state, and local laws, statutes, ordinances, rules and/or regulations.

(B) Company represents and warrants that it possesses all intellectual property rights necessary to provide the Services and provision of the Services will not infringe the intellectual property rights of any third party.

(C) Company represents and warrants that its execution and delivery of this Agreement and the performance of its obligations hereunder has been duly and validly authorized by Company, that this Agreement is a binding obligation of Company, and this Agreement will not violate or otherwise breach any contractual requirement applicable to Company.

## **3. MESSAGE RETRIEVAL, STORAGE AND ARCHIVAL**

(A) Open message strings found in the User Interface ("UI") shall be automatically closed after six months of non-activity. All closed message strings shall remain in the UI environment for six months after closure where Customer can retrieve such messages for reference purposes only (once a message is closed a new message string must be initiated to start a new, or continue a previous, text message conversation).

Subsequent to the six-month period after a text message string is closed, text message strings shall be archived for an additional twelve months. These messages are only accessible to Customer by written request by Customer to Company. Company reserves the right to charge for requests it deems excessive. Such charge shall be presented to Customer prior to performing the requested archival retrieval.

## **4. CONFIDENTIALITY; PROPRIETARY RIGHTS**

4.1 For purposes of this provision, the parties hereto recognize that one party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain non-public information with respect to it. Each Receiving Party understands the Disclosing Party may disclose non-public business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information"). Proprietary Information may include, but is not limited to, non-public information regarding features, functionality and performance of the Service and the identities of Customer's Customers. Proprietary Information may also include non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"), including without limitation data of Customer's client(s) and Personal Data as defined in the DPA. Receiving Party agrees to take reasonable precautions to protect such Proprietary Information, and not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any Proprietary Information after five (5) years following the

disclosure thereof or any information that (a) is or becomes generally available to the public without breach of the Receiving Party's duty of confidentiality, (b) was in the Receiving Party's possession or known to the Receiving Party prior to its receipt from the Disclosing Party, (c) was rightfully disclosed to the Receiving Party without restriction by a third party, or (d) was independently developed by the Receiving Party without use of any Proprietary Information of the Disclosing Party.

4.2 Company shall own and retain all right, title, and interest in and to the Services and Software, all improvements, enhancements, or modifications thereto, any software applications and/or, inventions or other technology developed in connection with Implementation Services or support, and all intellectual property rights related to any of the foregoing.

4.3 Company may collect and analyze anonymized data and other anonymized information relating to the provision of various aspects of the Services and related systems to improve and enhance the Services, to publish aggregated data and statistics and or trends, and for other development, diagnostic and corrective purposes in connection with the Services and affiliated Company offerings. No rights or licenses are granted except as expressly set forth herein. All consumer information remains strictly confidential, and Company does not "sell" Customer Data to any third party.

4.4 Notwithstanding anything herein contained to the contrary, Customer is prohibited from using C2T functionality which is protected by U.S. Patent No. 11,055,744 (the "Patent"). Customer may use the C2T functionality protected by the Patent only after providing the Company with an executed copy of the acknowledgement designated in Exhibit (B) and the Company having accepted same.

4.5 Notwithstanding the general prohibition on disclosure in Section 4.1, the Receiving Party may disclose the Disclosing Party's Proprietary Information (a) to the Receiving Party's attorneys, accountants, and other professional advisors under a duty of confidentiality or (b) as required to be disclosed in response to legal process (e.g., subpoena, civil investigative demand, court order). In the event Receiving Party intends to disclose the Disclosing Party's Proprietary Information in response to legal process, the Receiving Party will provide the Disclosing Party at least five (5) business day's prior written notice of such disclosure (to the extent legally permitted) and any assistance the Disclosing Party requests, at the Disclosing Party's cost, to contest or limit the disclosure.

4.6 If the Receiving Party discloses or uses (or threatens to disclose or use) Proprietary Information in contravention of this Agreement, the Disclosing Party will have the right, in addition to any other remedies available to it under this Agreement, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that other available legal remedies are inadequate.

4.7 Upon termination of this Agreement, the Receiving Party will promptly return or destroy (and certify to its destruction) the Disclosing Party's Proprietary Information in the Receiving Party's possession or control. Notwithstanding the foregoing, the Receiving Party may retain the Disclosing Party's Proprietary Information that (a) the Receiving Party is required to retain under applicable laws and regulations or (b) that is retained in an archive or backup system so long as such Proprietary Information is deleted in the ordinary course of the Receiving Party's business

and is not restored to an active system (or immediately deleted from the active system upon restoration).

## **5. PAYMENT OF FEES**

5.1 Customer shall pay to Company the applicable fees described in Text Message Routing Account (“TMRA”) Agreement Rate Card in accordance with the terms therein (the “Fees”). All charges shall be due and charged to the credit card number included in the TMRA, in U.S. Dollars, within three calendar days after the date of the invoice. Any amount not paid when due shall bear interest at the rate of 1.5% per month, or the highest interest rate allowed by law, whichever is lower. Invoices shall be sent to Customer via email to the email addresses listed on the TMRA Agreement. Customer shall maintain with Company, at all times, its billing address and two (2) contact people who will be responsible for receiving monthly invoices.

5.2 If Customer believes that Company has billed incorrectly, Customer must contact Company no later than 30 days after the invoice date on the statement in which the error or problem appeared, to receive an adjustment or credit. Inquiries should be directed to Company’s Customer support department.

5.3 Customer shall be notified via email to the address provided in Responsible Party Contact Information section of the TMRA Agreement, of any fee changes to the TMRA Rate Card 15 (fifteen) days prior to the price change accrual.

## **6. TERM AND TERMINATION**

6.1 Subject to earlier termination as provided below, this Agreement shall (i) commence on the Effective Date of the TMRA Agreement, (ii) shall extend for a period of twelve (12) months therefrom, and (iii) shall be self-renewed for additional successive periods of twelve (12) months each, unless either party requests termination in writing at least ninety (90) days prior to the end of the then-current term. In the event of a termination of the Agreement, Company will support Customer for a ninety (90) day “wind down” period, from the then effective maturity date, for all services currently in use.

6.2 In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement, and such material breach is not cured within thirty (30) days following written notification of such material breach. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

## **7. WARRANTY AND DISCLAIMER**

7.1 Company shall use reasonable efforts consistent with industry standards to maintain the Services in a manner that minimizes errors and interruptions. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice of any scheduled service disruption. COMPANY DOES NOT WARRANT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR MAKE ANY WARRANTY AS TO RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED

“AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Notwithstanding the foregoing, Company will use its best efforts to provide the Services in accordance with the SLA.

## **8. FORCE MAJEURE.**

8.1 If a party’s performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond its reasonable control after implementation of reasonable business continuity and disaster response plans including acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of federal, state or local governments with competent jurisdiction over the parties to the Agreement, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more such governments, or of any civil or military authority, or by national emergency, insurrection, riot, war, strike, lockout or work stoppage or other labor difficulties, or supplier failure, shortage, breach or delay, then such party shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Each party shall use all reasonable efforts under the circumstances to avoid or remove such causes of its nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

## **9. INDEMNITY**

9.1 Company shall indemnify, defend, and hold Customer harmless from liability to third parties (including Company’s reasonable attorneys’ fees and costs) resulting from (a) infringement by the Service of any US patent or any copyright or misappropriation of any trade secret, (b) Company’s violation of this Agreement, and (c) Company’s gross negligence or willful misconduct. The foregoing obligations do not apply with respect to claims for indemnification based on infringement by the Service of any US patent or any copyright or misappropriation of any trade secret for portions or components of the Service (i) not supplied by Company, (ii) made in accordance with Customer’s specifications, (iii) combined with other products, or processes where the alleged infringement arises from such combination, (iv) where Customer continues allegedly infringing activity after notification thereof or after being informed of modifications that would have avoided the alleged infringement, or (v) where Customer’s use of the Service is not in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) terminate this Agreement and Customer’s rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

9.2 Customer shall hold Company its subsidiaries, affiliates, officers, agents, licensors, partners, and employees harmless from liability to third parties (including Customer’s reasonable attorneys’ fees and costs) resulting from any claims arising from Customer’s violation of any Consumer Privacy law or regulation in connection with Customer’s use of the Services including, but not limited to, (1) the Federal Trade Commission’s Telemarketing Sales Rule (“TSR”), (2) the Telephone Consumer Protection Act, and (3) state telemarketing and teleservices laws and regulations.

9.3 The party seeking indemnification (the "Indemnified Party") will give prompt written notice to the party from whom indemnification is sought (the "Indemnifying Party") of any claim for which indemnification is sought under this Agreement. Failure to give such notice will not relieve the Indemnifying Party of its obligation to provide indemnification except to the extent that such failure materially adversely affects the ability of the Indemnifying Party to defend the applicable claim. The Indemnifying Party may elect to assume the defense and control of any such claim at its own cost and expense and the Indemnified Party will have the right to be represented by its own counsel at its own cost in such matters. The Indemnifying Party will use counsel reasonably acceptable to the Indemnified Party. Neither the Indemnifying Party, nor the Indemnified Party, will settle or dispose of any such matter in any manner that would adversely affect the rights or interests of the other party, including the payment of money, without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Each party will reasonably cooperate with the other party and its counsel in the course of defense of any claim, such cooperation including, without limitation, providing documents, information, and/or witnesses.

## **10. LIMITATION OF LIABILITY**

10.1 EXCEPT FOR PARAGRAPH 8.2 HEREIN, EACH PARTY AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, PARTNERS, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OR TERMS AND CONDITIONS OF THIS AGREEMENT, UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY Customer TO Company FOR THE SERVICES FOR THE ONE (1) MONTH PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. MISCELLANEOUS**

11.1 The order of precedence of contractual documents is (1) Agreement (including all other exhibits) (2) SLA. If any provision of this Agreement is found to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable, or sublicensable by either party without the other party's prior written consent which will not be unreasonably withheld; however, a party may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to the purchaser of all or substantially all its assets. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing and signed by both parties, except as otherwise provided herein. Notwithstanding the foregoing, Connections may modify the SLA by posting and maintaining a new version online at [www.ConnectionsGT.com](http://www.ConnectionsGT.com) upon at least thirty (30) days prior written notice of the revised SLA to Customer. No agency, partnership, joint venture, or employment is created because of this Agreement, Customer does not have any authority of any kind to bind Company in any respect whatsoever, and Company does not have any authority of any kind to bind Customer in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, each party shall be responsible for its own attorney fees, arbiters' fees and costs. All notices under this Agreement will be in writing and will be deemed to have

been duly given when received if sent by mail, courier, or personal delivery; and upon acknowledgement if sent electronically. This Agreement shall be governed exclusively in accordance with the laws of the State of Florida. Each Party (a) agrees that all claims with respect to any such action or proceeding shall be exclusively decided by binding arbitration before an arbitrator selected from American Arbitration Association ("AAA"). The arbitration will be confidential and will take place electronically and will be conducted in accordance with the then prevailing Commercial Arbitration Rules of the AAA, (b) agrees that service of any process, summons, notice or document delivered by hand or sent by registered mail to a Party's address set out below shall be effective service of process for any action or proceeding brought against that Party in arbitration, and (c) agrees that the decision of such arbitrator will be final and conclusive and all that is required to enforce the ruling is a copy of the ruling of the arbitrator presented to a court of competent jurisdiction. Further the parties hereunder agree to waive any right to seek punitive damages and the right to trial by a jury. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, Sections 2, 3, 4,5,7,8, 9, and 11 hereto.

## **12. Assignability**

12.1 Neither Party shall assign this Agreement to a third party without the other Party's prior written consent, which such consent will not be unreasonably withheld, denied, conditioned or delayed; provided, however, that nothing herein will be deemed to prevent either Party from assigning its rights and/or obligations hereunder without the other Party's consent (i) to any parent, Affiliate or subsidiary; or (ii) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets.



## **Exhibit A - TMRA – Services**

- Customer Direct Communication
- Centralized Messaging Platform
- Text with Any Mobile Handset
- Multi-Line Inbox
- Group Setup
- Automated Marketing Bots
- Message Transfer
- Auto Reply
- Quick Replies & Notepad
- API Interface Capability
- Distribution List (DL) Upload Capability