



Cadence Texting Platform - End User License Agreement

Client is authorized to use the Cadence Texting Platform (“**Cadence Platform**”) only for the internal purposes of Client. Only Client’s employees may use and access the Cadence Platform by and on behalf of Client. Client shall not otherwise use, share, copy, access or allow access to the Cadence Platform. Client’s license is non-exclusive, terminating, revocable and nontransferable, for time period specified in the applicable Statement of Work subject to full payment by Client. Client shall not directly or indirectly, (a) sell, assign, lease, sublicense, disclose grant access to, or otherwise transfer the Cadence Platform or any copy thereof to any other party; (b) copy the Cadence Platform, modify the Cadence Platform or create derivative works thereof; or (c) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code or underlying ideas, algorithms, processes know-how or other related technology of the Cadence Platform, unless permitted by law, in which case Client shall give advance notice to Mongoose Research, Inc. (“**Mongoose**”) and an opportunity to meet Client’s legally recognized need in other manners.

THE CADENCE PLATFORM MAY NOT BE UTILIZED FOR EMERGENCY ALERTS. ANY ATTEMPT TO DO SO MAY RESULT IN IMMEDIATE TERMINATION OF THE CLIENT’S RIGHT TO UTILIZE THE CADENCE PLATFORM AS DETERMINED BY MONGOOSE.

The Client shall have access to the Cadence Platform from evergreen web browsers (browsers that are automatically upgraded to future versions) which currently include Google Chrome, Microsoft Edge, and Firefox. Cadence also works on the proprietary browser Safari. Access to the Cadence Platform includes the ability to use both end user texting and administrative functions. All right, title and interest in the Cadence Platform, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related to the Cadence Platform are owned by Mongoose and/or Mongoose’s subsidiaries, third party licensors, suppliers or vendors. Client shall obtain no intellectual property ownership regarding the Cadence Platform and hereby assigns to Mongoose, any enhancement of the Cadence Platform generated in the course of this Agreement. Client will not, at any time, do, or omit to do, anything which is likely to prejudice Mongoose’s or any of Mongoose’s subsidiaries, third party licensors’, suppliers’ or vendors’ ownership of any intellectual property rights in the Cadence Platform (or any component thereof). Client will not remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Cadence Platform or on or in any component thereof.

Upon termination or expiration of this Agreement, Client shall cease all use of the Cadence Platform and shall return or destroy the same together with all copies and all documentation and related materials.

Client shall strictly adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information. All mobile phone numbers are to be provided by Client, and Client shall have sole responsibility for determining and warrants that those mobile phone numbers are held on an “opt-in” basis – where

appropriate - under which the owner of the mobile phone number has agreed to the receipt of text message on behalf of Client under applicable law. Client shall have sole responsibility for receiving, processing and warrants that it will process within ten (10) days any and all removal requests received by mobile phone number owners.

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