



RNL Standard Texting Terms and Conditions

1. OVERVIEW

- 1.1 These terms apply to your use of Toskr's Relay service and website (the "Services"). You represent and warrant that you are authorized to accept these terms on behalf of yourself and your organization (collectively, "Customer"). Your use of the Services after receiving these terms constitutes your acceptance of and agreement to these terms on behalf of yourself and your organization.
- 1.2 A "Toskr Reseller," as used herein, is the party who facilitates Customer access to the Services, and to whom Customer is obliged to render payment for the Services.

2. SAAS SERVICES AND SUPPORT

- 2.1 Toskr will use reasonable efforts to provide Customer with the Services.
- 2.2 Subject to the terms hereof, Toskr will provide Customer with reasonable Technical Support in accordance with Toskr's standard practices then in effect. "Technical Support" means: (1) Response to technical problems with the Relay software platform; and (2) Response to inquiries about how to use the Relay software platform for which guidance has not been provided in online user guides or other Relay documentation. Technical Support includes big fixes, but not the addition of new software features or enhancement of existing features. Relay provides technical support from 9am ET to 10pm ET seven days a week ("support hours"). Customer may access technical support only via email. Relay will expeditiously initiate a response to technical inquiries (generally within one business day). Relay will make commercially reasonable efforts to resolve issues promptly, but because issues vary in severity and complexity, Relay cannot guarantee a specific timeframe for resolution. Relay reserves the right to decide which issues require resolution, and the timeframe for such resolution.
- 2.3 Other than as expressly provided for herein, Toskr will provide no other service or support relating to the Services.

3. RESTRICTIONS AND RESPONSIBILITIES

- 3.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or 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 Toskr or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Toskr hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term, only for the purpose of using the Services in a manner consistent with these Terms of Use.
- 3.2 Customer represents, covenants and warrants that all data it submits to Toskr or a Toskr Reseller, including personal information of any type, may be used by Toskr or the Toskr Reseller to provide the Services and for all other purposes described herein, and that Customer has obtained all permissions necessary to transfer such data to Toskr and/or the Toskr Reseller for such uses. Customer represents, covenants, and warrants that Customer will follow all applicable laws and regulations governing the use of the Services, and will not use the Services in any way that (i) is illegal; (ii) disrupts or damages any of Toskr's computer systems or network or other parties' computer systems and networks, or (iii) violates any person's rights (including without limitation intellectual property, privacy, publicity, and/or statutory rights). Prohibited uses of Toskr Services include: sending messages that are obscene, libelous, defamatory, fraudulent, discriminatory, or abusive; sending messages that are unsuitable for minors; sending messages that promote, incite, or instruct on criminal behavior; sending messages that are false, misleading, or deceptive; sending messages that infringe on the intellectual property or privacy rights of third parties; and sending messages that are otherwise unlawful. Violation of these terms may result in termination or suspension of all services provided by Toskr and may also result in civil, criminal, or administrative liability or penalties against Customer and those assisting Customer. Any failure to enforce these terms does not amount to a waiver of Toskr's rights. Although Toskr has no obligation to monitor Customer's use of the Services, Toskr may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of these Terms.
- 3.3 Without limiting the foregoing, Customer specifically agrees to immediately honor any customer opt-out request (including without limitation any messages in which a recipient says STOP, do not text me, or otherwise indicates their desire to no longer receive text messages from Customer), and desist from sending any further message following receipt of any such opt -out request.
- 3.4 Customer shall be responsible for obtaining and maintaining all 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, Customer account, passwords (including but not limited to administrative and user passwords) and files,

and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

- 3.5 Customer hereby agrees to indemnify, defend and hold harmless Toskr against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of any obligation in this Section 2, or otherwise from Customer's use of Services.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Toskr includes information regarding features, functionality, pricing, and performance of the Service. Proprietary Information of Customer includes non--public data provided by Customer to Toskr to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person (except in performance of the Services or as otherwise permitted herein) any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public through no fault of the Receiving Party, or (b) was known by the Receiving Party prior to receipt from the Disclosing Party, or (c) was properly received from a third party who is not under any obligation to maintain the confidentiality of such information, and without breach of this Agreement by the Receiving Party, or (d) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 4.2 Customer shall own and retain all right, title and interest in and to the Customer Data. Toskr shall own and retain all right, title and interest in and to each of the following, even if Customer contributed to or assisted in their development or improvement: (a) the Services and Software, including all improvements, enhancements or modifications thereto, (b) all software, applications, inventions or other technology developed in connection with the Services, Software, or support, and (c) all intellectual property rights related to any of the foregoing.
- 4.3 Toskr shall have the right to collect and analyze data and other information relating to the provision, use and performance of the Services and related systems and technologies (including the performance of Customer Data and data derived therefrom), and Toskr will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services, Software, and for other development, diagnostic and corrective purposes in connection with the Services, Software, and other

Toskr offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Toskr will use Customer Data exclusively to provide the services for which it the data was provided. Upon termination or expiration of this Agreement, and upon explicit written request, Toskr shall return or destroy all Customer Data in its possession. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

- 5.1 Customer shall pay fees to the Toskr Reseller in accordance with the Customer's agreement with the Toskr Reseller. Toskr's fees are subject to change. Pricing changes will be communicated to the Toskr Reseller and/or to Customer at least 60 days before such changes go into effect. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Toskr's net income.

6. TERM AND TERMINATION

- 6.1 This term of this agreement (the "Term") shall begin upon Customer's first use of the Services, and shall end when Customer's right to use the Services is terminated by Customer, the Toskr Reseller, or by Toskr. Customer can terminate this agreement at any time, with or without cause, by providing a request for termination in writing to Toskr, and specifying a date upon which the agreement shall terminate. Toskr may terminate this agreement either (1) upon 30 days' prior written notice, with or without cause; or (2) immediately in the case of material breach by Customer, including Customer's failure to timely pay fees when due. Upon termination, all licenses granted to Customer shall immediately terminate; and Customer shall cease using the Services. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, limitations of liability, and dispute resolution and arbitration provisions.

7. WARRANTY AND DISCLAIMER

- 7.1 Toskr shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Toskr or by third-party providers, or because of other causes beyond Toskr's reasonable control, but Toskr shall use reasonable efforts to provide advance notice of any scheduled service disruption. Toskr does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.
- 7.2 EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TOSKR AND OUR PARENTS,

SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, LICENSORS, AND ANY PARTY UNDER OUR COMMON OWNERSHIP OR COMMON CORPORATE CONTROL (“OUR AFFILIATES”) EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. TOSKR AND OUR AFFILIATES MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) CONTENT WILL BE HOSTED AND/OR TRANSMITTED WITHOUT INTERRUPTION OR CESSATION; (d) ANY PRODUCTS, SITES, INFORMATION, OR OTHER MATERIAL, WHETHER IN TANGIBLE OR INTANGIBLE FORM, PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR ANY STANDARD OF QUALITY; AND (e) ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICE OR RELATED SOFTWARE WILL BE CORRECTED.

- 7.3 ANY MATERIAL, INFORMATION, OR DATA DOWNLOADED, VIEWED, SHARED, OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK; YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULT FROM THE DOWNLOADING, VIEWING, SHARING, OR OTHERWISE ACCESSING OF SUCH MATERIAL. NO ADVICE, REPRESENTATION, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU EITHER FROM US OR THROUGH OUR WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

8. LIMITATION OF LIABILITY

- 8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY’S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES UNDER THIS AGREEMENT IN THE THREE MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. EXCLUSIONS AND LIMITATIONS

- 9.1 SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, OUR LIABILITY AND THAT OF OUR AFFILIATES WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. MISCELLANEOUS

- 10.1 We may change or amend these terms from time to time. If we make material changes, we will notify you that our terms have changed, either through the Toskr Reseller, the user interface, in an email message, or through other reasonable means. Your use of the Service after the date such change(s) become effective will constitute your consent to the changed terms. If you do not agree to the change(s), you must immediately stop using the Service; otherwise, the new terms will apply to you.
- 10.2 Each Party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and tangible property damage, and shall provide Certificates of Insurance to the other Party, upon reasonable request, evidencing such coverage and amounts.
- 10.3 If any provision of this Agreement is found to be unenforceable or invalid, 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.
- 10.4 This Agreement may not be assigned by either Party without the prior written approval of the other Party, which shall not be unreasonably refused, provided however that either Party may assign this Agreement without consent in the event of a merger, sale, or reorganization in which the surviving entity owns or controls more than 50% of the acquired Party and agrees in writing to assume the obligations under this Agreement.
- 10.5 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels 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 a writing signed by both parties.
- 10.6 This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their respective permitted successors and assigns, and no other person or entity shall be a third party beneficiary of, or have any direct or indirect cause of action or claim in connection with this Agreement or any other agreement to which it is not a party.

- 10.7 Each Party is an independent contractor in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each Party shall remain responsible, and shall indemnify and hold harmless the other Party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, workers' compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people. Customer does not have any authority of any kind to bind Toskr in any respect whatsoever.
- 10.8 The parties shall endeavor to resolve any dispute with respect to this Agreement in good faith within 30 days of a dispute being raised. Any unresolved controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by confidential binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Oakland, California. The arbitration shall be governed by the laws of the State of California. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. This dispute resolution provision shall be governed by the Federal Arbitration Act.
- 10.9 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 10.10 This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties agree to the personal jurisdiction by and venue in Alameda County, California, and waive any objection to such jurisdiction or venue.
- 10.11 No party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or

- results from acts beyond the affected party's reasonable control ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice within 3 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 10.12 Neither party shall release any announcement, statement, press release or other public materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Toskr retains the right to share its client list in non-public forums (e.g., phone calls, person-to-person emails, in-person conversations).