

## Saturn Tech Corp Text Message Blast License Agreement

This SaturnText Master Services Agreement (“**Agreement**”), effective as of the date of Customer’s signature below (“**Effective Date**”), is entered into by and between Saturn Tech Corp (“**SaturnText**”), located at 19040 Soledad Canyon Rd, Suite 220, Santa Clarita CA 91351, and CUSTOMER defined in the as you the user, also defined in the account provided to you within the platform.

### 1. SERVICES

a. License to Use the Services. SaturnText grants Customer a non-exclusive, non-transferrable license to use for Customer’s internal business purposes the products and services purchased, which may include software subscription, professional services, and telecommunication services (the “**Services**”). Customer’s use of and access to the Services is subject to the terms and conditions of this Agreement.

b. Use Restrictions. Customer agrees not to (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit the Services to any unaffiliated third party; (ii) modify, translate, or make derivative works based upon the Services; (iii) create unauthorized Internet “links” to the Services, “frame” or “mirror” any content on any other server or wireless or Internet-based device, or cause harm to the operation of the Services; (iv) reverse engineer, decompile, or disassemble any or all of Services; or (v) use the Services for any purpose other than to support its marketing initiatives. Customer understands that SaturnText may need to modify (for purposes of formatting, maintenance, or administration) and reproduce any content that Customer uploads or submits to the Services. Customer agrees that it is solely responsible for obtaining and supporting the equipment necessary to utilize the Services and may not terminate this Agreement or request a refund based on a failure of its hardware, software, or internet connectivity.

c. Technical Support. Technical support is included with Customer’s subscription to the Services, as provided by calling (213) 550-5305

### 2. ACCOUNT OVERVIEW & BILLING

a. Activation. Customer shall provide accurate, current, and complete registration information, including, without limitation, Customer’s legal name, address, email address, telephone number, and as applicable, payment information. Customer agrees to promptly notify SaturnText of any changes to such information.

b. Fees. Customer shall pay SaturnText a fee for each segment sent at the price provided to you by the SaturnText Agent and indicated on your account at saturntext.com (“**Service Fees**”).

c. Billing. Customer shall provide credit card information that will be charged before and each time a text blast is sent out. The total will be calculated by multiplying the total segments by the number of recipients, plus transaction fees. SaturnText uses service provider Stripe.com for storing, processing and capturing all credit card information and other such financial information. SaturnText does not store any financial data on its servers.

f. Disputed Charges and Chargebacks. Customer must pay for the text blast before the blast is sent out. Customer agrees not to file a chargeback on any charges incurred by sending out a text blast. In the event that Customer legitimately and reasonably disputes a charge amount, Customer will provide SaturnText with written notice (via e-mail at [hello@saturntext.com](mailto:hello@saturntext.com)) of the amount in dispute and the basis for the dispute. SaturnText agrees that it will work with Customer to reasonably and expeditiously resolve the dispute. SaturnText reserve the right to suspend your account if you dispute a charge without first consulting SaturnText.

g. Waiver. Failure of SaturnText or the SaturnText system to bill Customer, whether in a timely manner or at the moment of sending text blast, for any amounts due under this Agreement shall not be deemed a waiver by SaturnText of its rights to payment for such amounts and all outstanding amounts shall remain due and payable in full by Customer.

### **3. TERM AND TERMINATION**

a. Term of this Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until all subscriptions and services granted under this Agreement have expired or been terminated by Customer (the “**Term**”).

c. Suspension or Termination by SaturnText. SaturnText may suspend or disable Customer's access to the Services for any accounts for which undisputed payment is delinquent, provided however that SaturnText shall have provided Customer with reasonable adequate notice and sufficient time to cure the delinquency. SaturnText may suspend or terminate Customer's access to the Services if SaturnText has a good faith belief that Customer is using the Services (i) in violation of federal, state, or local laws, rules, or regulations, (collectively, “**Laws**”), including but not limited to Laws governing telemarketing and other outbound calls and text messages, such as the Telephone Consumer Protection Act (“**TCPA**”) and its corresponding regulations (*see* 47 U.S.C. § 227 *et seq.* and 47 C.F.R. § 64.1200); or (ii) is compromising the security or operability of the Services. SaturnText agrees that in the event it becomes aware of such actions by Customer, it will promptly notify Customer of the unauthorized activity and allow Customer reasonable time to rectify it, provided that SaturnText reserves the right to immediately suspend Customer's access to the Services if necessary to comply with law or regulation. Resumption of Customer's account following suspension or termination by SaturnText is subject to the sole discretion of SaturnText.

d. Effect of Termination. Upon termination of this Agreement (i) all rights granted hereunder shall immediately terminate and Customer shall have no right to continue to access or use the Services, (ii) each party shall return or, at the option of the other party, destroy or return all Confidential Information of the other party in its possession or control, and (iii) Customer shall promptly pay all undisputed Services Fees associated with Customer's account up through the date of termination. All outstanding payment obligations and any other obligations in this Agreement that are ongoing obligations of the parties and intended to survive shall survive any termination, suspension or expiration of this Agreement.

### **4. CUSTOMER RESPONSIBILITIES**

a. Performance. Customer is solely responsible for (i) all authorized and unauthorized access, activities, and charges associated with Customer's account and/or password(s) with SaturnText, and (ii) obtaining and maintaining the Internet connectivity necessary to utilize the Services. SaturnText shall be held harmless for damages arising from the performance of Internet services obtained by Customer in connection with this Agreement.

b. Confidential Information. Confidential information shall be all information that a disclosing party considers to be proprietary and/or confidential including the business, technical, or financial activities of either party made available to the other party under or as a result of this Agreement (“**Confidential Information**”). Customer Data and other information transmitted via the Services shall be the sole Confidential Information of Customer. The Services, including any AI Features, and any aggregation or characterization of statistical or analytical information or De-identified Data (see Data Use (b)) pertaining to the nature or usage of the Services is the Confidential Information of and proprietary to SaturnText. The parties agree to hold each other’s Confidential Information in strict confidence during the term of this Agreement and take all reasonable steps to ensure that the other party’s Confidential Information is not disclosed or distributed in violation of the terms of this Agreement. The receiving party agrees not to make the disclosing party’s Confidential Information available in any form to any third party unless, and only to the minimum extent, required by law or to satisfy governmental regulatory requirements (in which case the party seeking to make such disclosure shall notify the other party, if legally permitted, of its intent to make such disclosure, and such party shall seek protective treatment, to the extent reasonably available, for such disclosed Confidential Information), or to use the disclosing party’s Confidential Information for any purpose beyond the scope of this Agreement, other than with the express prior written consent of the other party. Customer further agrees that SaturnText may disclose or enable access to Customer’s Confidential Information to SaturnText’s service providers only to the minimum extent necessary either to support the Services requested by Customer, or for the service providers to comply with Laws or to satisfy governmental regulatory requirements (in which case SaturnText shall notify Customer, if legally permitted, of its intent to make such disclosure). A party’s obligations pertaining to Confidential Information shall not apply to information that the receiving party can document (a) is or becomes part of the public domain through no act or omission of the receiving party, (b) was in the receiving party’s lawful possession prior to the disclosure, (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (d) is independently developed by the receiving party without access to or use of the disclosing party’s Confidential Information.

c. Return of Confidential Data. All documents and other tangible objects containing or representing our Confidential Information and all copies thereof which are in your possession or control will be and remain our property, and will be promptly returned to us upon written request, or destroyed at our written request, upon any termination or expiration of this Agreement.

## 5. DATA USE

a. Use of Customer Data. During the normal operation of the Service, SaturnText will collect and store on its systems certain information and data provided or collected by Customer (“**Customer Data**”). Solely during the Term, Customer authorizes SaturnText to store

Customer Data on its secure internal systems, unless otherwise agreed to in writing pursuant to Section 5(b) of this Agreement, and it agrees to never share direct Customer Data, which includes name and number of recipient to any outside party, unless it shares the data for the limited purpose of providing the Services to Customer in accordance with this Agreement. An individual who subscribes to receive text messages from Customer will continue to receive such messages until such individual unsubscribes by replying unsubscribe or stop to the message received.

b. Use of De-identified Data or Data Created By User Activity. Notwithstanding the foregoing, SaturnText shall be permitted and have full rights and authority to de-identify and aggregate any and all Customer Information, to the extent permitted by applicable law (collectively, “De-identified Data”). SaturnText shall retain all rights, title and interest in De-Identified Data. De-identified Data will be collected and stored on SaturnText systems and will include certain information related to the open, clicks, keywords, messages and reply rate relating to customer’s engagement within the platform. SaturnText may retain and process and share such data within it’s organization or other 3<sup>rd</sup> parties. Such data may include the engagement rate on messages pertaining to certain products or categories of products.

c. Artificial Intelligence Features. The Services may include one or more artificial intelligence (“AI”) features that leverage machine-learning functionality (“AI Features”), which Customer may actively enable at Customer’s choosing by executing an applicable Licensing Agreement. By enabling the AI Features, Customer acknowledges that SaturnText may access Customer Data submitted to the Services, as indicated in the Licensing Agreement for the purpose of improving and training SaturnText services and features that are similar or related to the Services purchased by Customer, and Customer instructs SaturnText to process its Customer Data for such purpose. SaturnText retains all ownership in and to all system performance data, machine learning algorithms within the AI Features, as well as the aggregated results of such machine learning through the AI Features based on Customer Data (collectively, “Machine Learning Data”). Any language in the Agreement restricting SaturnText’s retention, use, and disclosure of Confidential Information and Customer Data will not apply to Machine Learning Data.

## 6. TEXT MESSAGE RELATED COMPLIANCE

a. Use of Services. Customer assumes all liability and responsibility for its use of the Services and agrees to comply with all Laws governing telemarketing and other outbound calls and text messages. You are hereby representing that you are familiar and in full compliance with the applicable provisions of the Laws. Without limiting the foregoing, you agree that in your acquisition of phone numbers you have and will remain in full compliance with the TCPA and its corresponding regulations (*see* 47 U.S.C. § 227 *et seq.* and 47 C.F.R. § 64.1200), including by ensuring that you obtain consumers’ prior express written consent to receive autodialed marketing calls or text messages.

b. “Do Not Call” Compliance. If Customer is advised by any party that it does not wish to receive communications from Customer via the Services, then Customer agrees to the extent required by applicable Laws or Customer’s policies to promptly honor such do-not-contact requests, including where possible by adding the party to its internal company-specific

do-not-call list and thereafter refrain from calling that party. Customer is solely responsible for obtaining any required consent of or a release from persons or entities to whom or to which Customer intends to send communications using the Services. Customer agrees to contact only those persons whom Customer is legally permitted to contact and only in the manner permitted, under federal, state, and local laws and regulations.

c. Customer Accounts and Security. Customer is responsible for all authorized and unauthorized access, activities, and charges associated with Customer's account and/or password(s) with SaturnText, except for unauthorized charges that can reasonably be determined to be the result of SaturnText's mistake, omission, or negligence in providing sufficient safeguards against unauthorized third-party access to Customer's account.

## **7. EXPORT CONTROLS**

All Services and related software and technical data ("**Products**") delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import requirements in other countries. Customer acknowledges its obligation under and agrees to comply strictly, at its own expense, with all such laws, including without limitation the U.S. Export Administration Regulations. Customer shall not directly or indirectly export, re-export, or transship Products without the express written permission of SaturnText and a license, when necessary, from the U.S. government. In particular, Customer agrees that the Products will not be directly or indirectly exported, re-exported, or transshipped to countries subject to U.S. economic sanctions.

## **8. WARRANTY; DISCLAIMER OF WARRANTY**

a. Representations and Warranties. Each party represents and warrants to the other party that (i) it has the power and authority to enter into and perform all obligations under this Agreement, and (ii) it will comply with all Laws in its performance under this Agreement.

b. Warranty Disclaimer. SATURNTXT IS PROVIDING THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. SATURNTXT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, THAT THE SERVICES WILL MEET ANY OR ALL OF CUSTOMER'S BUSINESS REQUIREMENTS, OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES SATURNTXT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES. SATURNTXT MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICES. Customer understands that the Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades or for reasons beyond SaturnText's reasonable control including but not limited to (i) Customer equipment or network malfunctions, or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to SaturnText's or Customer's data centers.

## **9. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR OTHER DAMAGES, LOSSES, OR COSTS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO (A) LOSS OR CORRUPTION OF DATA; (B) INABILITY TO ACCESS THE SERVICE; (C) PERFORMANCE RELATED DELAYS; (D) COMPUTER VIRUSES; (E) LOSS OF BUSINESS DUE TO INOPERABILITY OR PERFORMANCE OF THE SERVICES; (F) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (G) THE NEGLIGENT ACTS OF OTHER SATURNTXT CUSTOMERS; (H) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION DELIVERED BY OR PROVIDED FOR DELIVERY BY THE SERVICES; AND (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S CONTROL. EXCEPT FOR A PARTY'S BREACH OF SECTION 4 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED ALL FEES PAID BY CUSTOMER TO SATURNTXT IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE OF THE EVENT THAT GAVE RISE TO THE LIABILITY.

## 10. INDEMNIFICATION

a. By Customer. Customer agrees to indemnify and defend SaturnText, its directors, officers, employees, agents, service provider, developers/development company (collectively, "**SaturnText Indemnitees**") from and against any action, claim, or damage asserted against them by a third party, including reasonable costs and attorneys' fees (collectively, "**Claims**") arising out of or relating to (i) personal injury or property damage to the extent such claims or liabilities arise out of negligent or willful acts or omissions of Customer and/or its employees or agents in connection with their duties and responsibilities under this Agreement; (ii) Customer's breach of this Agreement; (iii) Customer's violation of Export Control Laws; or (iv) Customer's unauthorized, illegal, or fraudulent use of the Services. Customer agrees to indemnify SaturnText Indemnitees from and against any Claims arising out of responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information about Customer to determine whether Customer has violated any Laws.

c. Procedure. An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that (x) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party or payment by the indemnified party without the indemnified party's prior written consent, and (y) the indemnified party may at its election participate in the defense of such claim, suit, or the like through separate counsel at its own expense, and (ii) provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit, or the like.

## 11. OWNERSHIP OF MATERIALS AND RIGHTS

For purposes of this Agreement, "**Proprietary Materials**" means all patents, copyrights, design rights, trademarks, service marks, trade secrets, and other worldwide intellectual property or

proprietary rights owned by a party during the Term, and the software, schematics, diagrams, information, and other tangible embodiments, if any, relating thereto. The Services including any modifications, customizations, or derivative works thereof are owned exclusively by SaturnText and are protected by intellectual property laws and international intellectual property treaties. Subject to Section 5 of this Agreement, Customer's data, text, recorded messages, and/or voice conversations transmitted via the Services are proprietary to Customer. Except for the right to access and use the Services permitted by this Agreement, nothing in this Agreement shall convey, transfer, or assign any right, title, or interest in either party's Proprietary Materials to the other party.

## 12. MISCELLANEOUS

a. Applicable Law. This Agreement shall be governed by the laws of the State of California without reference to conflicts of laws. Venue for any and all actions arising out of this Agreement shall be Los Angeles, California.

b. Arbitration. **Please read the following section carefully because it requires you to arbitrate certain disputes and claims with SaturnText and limits the manner in which you can seek relief from us.** The parties agree that any dispute or claim arising out of or in connection with this Agreement or the subject matter hereof shall be resolved exclusively by final and binding arbitration in Los Angeles, California, under the arbitration rules (the "Rules") of ADR Services, Inc. ("ADR"), before a single arbitrator working under the auspices of ADR and selected in accordance with the Rules. The arbitrator's decision shall be final and binding on all parties, and may be entered in any court having competent jurisdiction. The provisions of this section shall not be deemed to preclude any party hereto from seeking preliminary injunctive or other equitable relief to protect or enforce its rights hereunder pending arbitration, or to prohibit any court from making preliminary findings of fact in connection with granting or denying such preliminary injunctive relief pending arbitration, or to preclude any party hereto from seeking permanent injunctive or other equitable relief after and in accordance with the decision of the arbitrator. CUSTOMER WAIVES ITS CONSTITUTIONAL RIGHT TO A TRIAL BY JURY.

Customer and SaturnText agree that this Agreement will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, to the maximum extent permitted by applicable law. The arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court. Customer and SaturnText agree that the state or federal courts of the State of California and the United States sitting in Los Angeles, California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT CUSTOMER AND SATURNTXT WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

c. Force Majeure. Neither party shall be held liable or responsible to the other party, nor be deemed to have breached this Agreement, for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes

beyond the reasonable control of the affected party; provided, however, that the party so affected promptly notifies the other party of the force majeure event and takes reasonable commercial efforts to avoid or remove such causes of nonperformance, and when they are removed continue performance under this Agreement.

d. Waiver and Severability. No failure or delay in exercising or enforcing any right or remedy by either party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid, it is only deemed omitted to that extent and the rest of the Agreement remains enforceable.

e. Assignment. Neither party may transfer or assign this Agreement or any of its rights and obligations thereunder without the other party's prior written consent, except that either party may assign this Agreement in its entirety to a successor in interest without requiring such consent in the event of a reorganization, merger, consolidation, or sale of all or substantially all of its assets or stock.

f. Attorneys' Fees. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees.

g. Notices. All notices, authorizations, and requests in connection with this Agreement shall be sent by electronic mail and deemed given upon successful delivery. All notices shall be delivered to SaturnText via email (currently to [hello@saturntext.com](mailto:hello@saturntext.com)) and to Customer at its most current email address(es) provided to SaturnText.

h. Interpretation. The parties agree that this Agreement, and any documents incorporated therein, comprises the entire understanding and all obligations between them, and supersedes any prior agreements or correspondence with respect to the subject matter of this Agreement. No amendment of this Agreement will be binding unless it has been signed by Customer and SaturnText.

i. Execution. This Agreement may be executed in counterparts, each of which will be deemed an original and taken together will constitute one single agreement between the parties with the same effect as if the signatures were upon the same instrument. Digital Signatures shall be deemed to be as valid as original signatures for all purposes of this Agreement.