

Yourco (Online) Agreement

Version: April 14, 2021

This FuseMe, Inc. d/b/a Yourco (hereinafter referred to as “Yourco”) (Online) Agreement (the “Agreement”) is entered into between Yourco and the entity agreeing to these terms (“Customer”). This Agreement is effective as of the date you click the “Submit Form” button or, if applicable, the date the Agreement is countersigned (the “Effective Date”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity please do not click the “Submit Form” button below (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services. If applicable, this agreement governs Customer's access to and use of the Services, as ordered in the applicable Order Form.

DESCRIPTION OF SERVICE. Yourco provides a web-based communication platform that gives companies the ability to communicate and grant access to various types of information to their Employees through SMS (the “Services”). Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to this Agreement. You understand and agree that the Services are provided to you on an “AS-IS” basis and that Yourco assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Services and that access and subsequent usage may involve Third Party Fees (such as Internet access to use the Services). By accessing and using the Services, you agree, on your own behalf and on behalf of any corporation or other legal entity that you represent or for which you access the Services (your “Company”), to be bound by and comply with these Terms and to comply with all applicable laws and regulations.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES. THESE TERMS OF SERVICE APPLY TO ALL USERS OF THE SERVICES. IF YOU ARE USING THE SERVICES ON BEHALF OF AN ENTITY, ORGANIZATION, OR COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS OF SERVICE AND YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE ON BEHALF OF SUCH ORGANIZATION. BY USING THE

SERVICE, YOU ARE AGREEING TO COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT USE THE SERVICES.

PRIVACY POLICY. Information that you provide to us or that we collect about you, your Company, and End Users through your access to and use of the Services is subject to our Privacy Policy, the terms of which are hereby incorporated by reference into these Terms. You can read our privacy policy by visiting <https://storage.googleapis.com/yourco-public-assets/legal/privacy-policy.pdf>. We suggest that you familiarize yourself with our Privacy Policy.

AGE RESTRICTIONS. By accessing one of our Services, you represent that you have reached the age of majority for where you live or that you have had a parent or legal guardian consent to be bound by these Terms.

INTELLECTUAL PROPERTY. You understand and agree that we own, or (where applicable) we have lawfully licensed from third parties, all right, title, and interest in and to the Services. You acknowledge that you acquire no ownership interest by accessing or using the Services. Such intellectual property and proprietary rights may include, but are not limited to, copyrights, trademarks and service marks, trade dress, and trade secrets, and all such rights are the property of Yourco or its licensors.

Yourco respects the intellectual property of others, and, particularly as to user-generated messages or in other user-contributed content, as applicable, we ask our users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the access of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to Content or other material on any of our applications and websites or hosted on our systems that may be infringing or the subject of infringing activity.

CUSTOMER OBLIGATIONS.

- 1. COMPLIANCE.** Customer will (a) ensure that Customer and its End Users' use of the Services, including all access to and use of Customer Data by it and its End Users, complies with this Agreement and with any of its applicable contract terms or policies, including any employment contracts or employer's policies regarding technology usage, security, or confidentiality; (b) use commercially reasonable efforts to prevent unauthorized access or use of the Services; and (c) promptly notify Yourco of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2. ADDITIONAL PRODUCTS & FUNCTIONALITY. Yourco makes optional Additional Products and/or Additional Functionality available to Customer and its End Users. Use of Additional Products is subject to the Additional Product Terms.

3. ADMINISTRATION OF SERVICES.

- a. ADMINISTRATOR PERMISSIONS.** Yourco will provide Customer access to the Administrator Permissions level of the Services for the Administrator to manage its use of the Services (and use of the Services by its End Users, if applicable). Customer may use the Administrator Permissions to specify one or more Managers who will have the rights to access the Manager Permissions level of the Services. Customer is responsible for: (a) adding only End User Accounts to the Employee Directory that are under a Current Employment Agreement with the Customer; (b) maintaining the confidentiality and security of the End User Accounts (including End Users that have been granted rights to access Manager Permissions, if applicable) and the Associated End User Phone Numbers; and (c) any use of the End User Accounts. Customer agrees that Yourco's responsibilities do not extend to the internal management or administration of the Services for Customer or any End Users.
- b. ADMINISTRATOR ACCESS TO END USER ACCOUNTS.** An Administrator will have the ability to access, monitor, use, modify, withhold, or disclose Customer Data associated with any End User Accounts and control End User's access to the Services. An Administrator may also have the ability to: (i) control account settings for End User Accounts (including changing the Associated End User Phone Numbers) and (ii) remove or disable any Services, Additional Products, Additional Functionality, or other services/products enabled or installed using the End User Account. Use of Additional Products, Additional Functionality, or other services/products with the End User Accounts is at Customer's own risk.
- c. MANAGER PERMISSIONS.** Once an Administrator specifies one or more Managers within the Services, the Manager has the ability to upload, modify, or delete other End Users of the Services. A Manager may not modify the permissions of an Administrator or a Manager's own permissions of the Services. Customer is responsible for: (a) adding only End User Accounts to the Employee Directory that are under a Current Employment Agreement with the Customer; (b) maintaining the confidentiality and security of the End User Accounts and Associated End User Phone Numbers; and (c) any use of the End User Accounts. Customer agrees that Yourco's responsibilities do not extend to the

internal management or administration of the Services for Customer or any End Users.

- d. **MANAGER ACCESS TO END USER ACCOUNTS.** A Manager will have the ability to access, monitor, use, modify, withhold, or disclose Customer Data associated with any (besides End User Accounts with Administrator Permissions or End User Accounts with Manager Permissions that were granted by an Administrator) End User Accounts and control End User's access to the Services. A Manager may also have the ability to: (i) control account settings for End User Accounts (including changing the Associated End User Account Phone Numbers), besides End User Accounts with Administrator Permissions or End User Accounts with Manager Permissions that were granted by an Administrator, and (ii) remove or disable any Services, Additional Products, Additional Functionality, or other services/products enabled or installed using the End User Account. Use of Additional Products, Additional Functionality, or other services/products with the End User Accounts is at Customer's own risk.
 - e. **CONSENTS.** Customer will obtain and maintain all required consents to permit: (i) Customer's, and its End Users' if applicable, use of the Services; and (ii) accessing, storing, and processing of Customer Data under this Agreement.
4. **USE RESTRICTIONS.** Customer will not, and will not allow End Users or third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, transfer or distribute any of the Services; (c) sell, resell, or otherwise make the Services available to a third party as part of a commercial offering that does not have material value independent of the Services; or (d) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or facilitates the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA.
5. **ADDING OR REMOVING END USER ACCOUNTS.** Customer may add or remove End User accounts during an Order Term via the Employee Directory. Only End Users with Administrator Permissions or Manager Permissions may add, remove, or edit End User Accounts. Customer agrees that any End User added to the

Employee Directory is under a Current Employment Agreement with Customer. Customer also agrees to immediately remove any End User whose employment has been terminated and/or is not legally employed under a Current Employment Agreement with the Customer. Only an Administrator may add or remove Manager Permissions from an End User via the Employee Directory.

PAYMENT.

1. **USAGE AND INVOICING.** Customer will pay all Fees for the Services. Yourco will invoice Customer all Fees for the Services. Yourco's measurement tools will be used to determine Customer's usage of the Services. Customer may elect one of the following billing options, or from among other options offered by Yourco, when placing its order for the Services. Yourco may change its offering of billing options, including by limiting or ceasing to offer any billing option, upon thirty days' written notice to Customer (which may be by email). Billing options may not be available to all customers. Customer may pay for the Services using the payment options listed below.
 - a. **UNLIMITED MESSAGES PLAN.** If Customer selects this option, Customer will be committed to purchasing the Services from Yourco for a monthly term. Yourco will bill Customer: (i) Fees based upon Customer's usage of the Services during the preceding month; and (ii) monthly in arrears for its use of the Services. Yourco will provide Customer with the per employee monthly rate for the Services when Customer orders the Services, and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage during that month. Any partial day of Services usages will be rounded up to a full day of Services usage for the purposes of calculating Fees.
 - b. **ON-DEMAND PLAN.** If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay for the Services on a monthly basis. Yourco will bill Customer: (i) Fees based upon Customer's usage of the Services during the preceding month; and (ii) monthly in arrears for its use of the Services. Yourco will provide Customer with the Monthly Base Rate and Per Message Rate for the Services when Customer orders the Services, and will use this rate to calculate the Fees for Customer's daily usage during that month.
 - c. **MONTHLY PLAN.** If Customer selects this option, Customer will be committed to purchasing the Services from Yourco for a monthly term. Yourco will bill Customer according to the terms associated with Customer's elections on the Order Form. Yourco will provide Customer with the monthly rate for the Services when Customer orders the Services,

and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage during that month. Any partial day of Services usages will be rounded up to a full day of Services usage for the purposes of calculating Fees.

- d. **ANNUAL PLAN.** If Customer selects this option, Customer will be committed to purchasing the Services from Yourco for an annual term. Yourco will bill Customer according to the terms associated with Customer's elections on the Order Form.
 - e. **MONTHLY MESSAGES.** Monthly Messages define the limit for the number of Message Segments sent or received that Customer, Administrators, Managers, End Users, or any automated messages originating from External Systems or from the Services, can send or receive during the Order Term. Monthly Messages are defined by the Package Customer purchases. Yourco does not programmatically limit the Services by usage of messages that can be sent or received during an Order Term in order to avoid inconvenience for Customer, but applicable Overage Fees will be applied. It is Customer's, and not Yourco's, responsibility to ensure that End Users are utilizing the Services in a manner consistent with Customer's internal rules and regulations.
 - f. **OVERAGE FEES.** Any messages, sent or received (by Administrators, Managers, End Users, or any automated messages originating from External Systems or from the Services), during the Order Term that are above the message limit defined by the Monthly Messages amount in the Package will add an additional \$0.07 per additional Message Segment to the Fees that Yourco will charge Customer when applicable Fees are due. Customer can avoid Overage Fees by emailing a Yourco representative at support@yourco.io and requesting a Package that includes additional Monthly Messages during an Order Term before the message limit has been reached. In order to receive this upgrade and avoid Overage Fees, a Yourco representative must confirm via email that Customer Package has been upgraded before the Monthly Messages limit has been reached. Customer must maintain this upgraded Package for at least a 30-day period from the date that the Package was upgraded, and any additional Fees for the upgraded Package will be charged to the Customer when applicable Fees are due.
2. **PAYMENT.** All payments due are in U.S. dollars unless otherwise indicated on the Order Form or invoice.
- a. **CREDIT CARD OR DEBIT CARD.** Fees for orders where Customer is paying with a credit card, debit card or other non-invoice form of payment, are due

on the first day of the following month for the Customer's usage of the Services during the previous month. If Customer elects to upgrade to a Monthly Plan or Annual Plan, Fees are due upon the day they upgrade to a Monthly Plan or Annual Plan. For credit cards, or debit cards, as applicable: (i) Yourco will charge Customer for all applicable Fees when due and (ii) these Fees are considered overdue thirty days after the end of the month during which Customer received the Services. By clicking "Submit Form", you are aware and authorizing Yourco to charge the Customer credit card or debit card we have on file every time applicable Fees are due. After charging the applicable fees, Yourco will send a Sales Receipt to Customer's Notification Email Address.

- b. INVOICES.** Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Form, and are considered overdue after such date.
 - c. OTHER FORMS OF PAYMENT.** Customer may change its payment method to those discussed with Yourco. These other forms of payment may be subject to additional terms which Customer may have to accept prior using the additional forms of payment.
- 3. OVERDUE PAYMENTS.**
- a. Customer's payment of Fees is overdue if Yourco has not received it by the payment due date. If Customer's payment is overdue, Yourco may (i) charge interest on the overdue amount at 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, and (ii) Suspend or terminate the Services.
 - b. Customer will reimburse Yourco for all reasonable expenses (including attorneys' fees) incurred by Yourco in collecting overdue payments, except where such payments are due to Yourco's billing inaccuracies.
- 4. PURCHASE ORDERS.** If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then: (a) Yourco will invoice Customer without a purchase order number; and (b) Customer will pay invoices without a purchase order number. Any terms on a purchase order are void.
- 5. TAXES. TAXES ARE NOT INCLUDED IN THE FEES.** Customer will pay Taxes for the Services. If legally required, Customer will withhold Taxes from its payments to Yourco and provide a withholding Tax certificate. Unless Customer provides a timely and valid tax exemption certificate, Customer will pay any invoiced Taxes for the Services. Without limiting Customer's obligation to pay Fees, Customer will withhold Taxes if legally required.

- 6. PRICE REVISIONS.** Yourco may modify its Prices at any time unless otherwise expressly agreed in an addendum or Order Form. Yourco will notify Customer at least 30 days in advance of any Price increases.

TERM AND TERMINATION.

- 1. AGREEMENT TERM.** This Agreement will remain in effect for the Term unless it expires or is terminated in accordance with the Agreement.
- 2. RENEWAL.**
 - a. WITH AN UNLIMITED MESSAGES PLAN.** With an Unlimited Messages Plan Customer is not committed to purchase the Services for a pre-defined term. As a result, there is no renewal event for the Unlimited Messages Plan. Rather, Yourco will continue billing Customer fees consistent with the Payment Section above.
 - b. WITH AN ON-DEMAND PLAN.** With an On-Demand Plan Customer is not committed to purchase the Services for a pre-defined term. As a result, there is no renewal event for the On-Demand Plan. Rather, Yourco will continue billing Customer fees consistent with the Payment Section above.
 - c. WITH A MONTHLY PLAN.** At the end of each Order Term, the Services will renew consistent with Customer's elections on the Order Form.
 - d. WITH AN ANNUAL PLAN.** At the end of each Order Term, the Services will renew consistent with Customer's elections on the Order Form.
 - e. GENERALLY.** Customer may alter the number of Monthly Messages and Additional Functionality and/or Additional Products to be renewed by contacting a Yourco customer support representative at support@yourco.io. Customer will continue to pay Yourco the then-current Fees for each renewed Package unless Customer and Yourco mutually agree otherwise. If one party does not want the Services to renew, then it will provide the other party written notice to this effect at least fifteen days before the end of the then current Order Term. This notice of non renewal will be effective upon the conclusion of the then current Order Term.
- 3. UPGRADES & DOWNGRADES.** Customer may upgrade to a Monthly Plan or Annual Plan with an email to support@yourco.io stating which plan they would like to upgrade to at any time. Customer may downgrade to the On-Demand Plan with an email to support@yourco.io stating that they would like to be on the On-Demand Plan.
- 4. TERMINATION FOR BREACH.** Either party may terminate the Agreement if the other party: (a) is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or (b) ceases its business

operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.

5. **EFFECTS OF TERMINATION.** If the Agreement terminates or expires, then all Order Forms also terminate or expire, as applicable. If the Agreement terminates or expires, then: (a) all rights and access to the Services under the Agreement will terminate (including access to Customer Data); and (b) Yourco will send Customer a final invoice.
6. **SURVIVAL.** The following Sections will survive expiration or termination of this Agreement: "Payment", "Intellectual Property", "Effects of Termination", "Limitation of Liability", "Indemnification", "Miscellaneous", and "Definitions".

CUSTOMER CONDUCT.

1. Customer understands that all Content, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that Customer and End Users that Customer has added to the Services via the Employee Directory, and not Yourco, are entirely responsible for all Content that Customer upload, post, text, transmit or otherwise make available via the Service. Yourco does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Yourco be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, texted, transmitted or otherwise made available via the Service. Yourco is solely a facilitator of the message traffic and has no control over individual messages as they are transmitted through Yourco and has no responsibility or liability with respect to the content of any individual message. Except that Yourco may use programmatic means to send the Initial Onboarding Message to new End Users of the Services within your company. If applicable, automated messages, including, but not limited to, messages originating from External Systems, may be sent, transmitted, or made available via the Services to End Users. Yourco has no responsibility or liability with respect to Content of any automated messages, or for any loss or damage of any kind incurred as a result of these automated messages being posted, texted, transmitted or otherwise made available via the Service.
2. You agree to not use the Service to:
 - a. upload, post, text message, transmit or otherwise make available any adult Content or Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable,

or that you do not have a right to make available under any law or under contractual or fiduciary relationships such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, or which violates the intellectual property rights of a third party;

- b. upload, post, text message, transmit or otherwise make available any illegal contests or gambling, unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- c. upload, post, text message, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any mobile telephone, mobile device, computer software or hardware or telecommunications equipment;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. "stalk" or otherwise harass another; and/or
- f. Using any equipment or software that has the capacity to store or produce telephone numbers to be messaged or called, using a random or sequential number generator, in conjunction with your use of the Services;
- g. Using any equipment or software (not expressly associated with the Services) that has the capacity to initiate messages without human intervention, in conjunction with your use of the Services;
- h. Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
- i. Sending any texts to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers;
- j. Harvesting, or otherwise collecting information about others, without their consent;
- k. Misleading others as to the identity of the sender of your messages, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you;
- l. Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity;
- m. Transmitting, associating or publishing any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind;

- n. Transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots or y other harmful/deleterious programs;
 - o. Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies or procedures of such networks;
 - p. Attempting to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through phone number mining or any other means;
 - q. Granting access to the Services by adding End Users to the Employee Directory that are not legally employed via a Current Employment Agreement with Customer;
 - r. Not removing access to the Services by removal of End Users via the Employee Directory that have been terminated and/or no longer are legally employed via a Current Employment Agreement with Customer;
 - s. Interfering with another's use and enjoyment of the Services or Yourco Sites; or
 - t. Engaging in any other activity that Yourco believes could subject it to criminal liability or civil penalty/judgment.
3. You acknowledge, consent and agree that Yourco may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with any subpoena or other legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Yourco, its users and the public.
 4. You certify that any End User that you decide to add in the Services is an Employee that is legally employed via a Current Employment Agreement with Customer.
 5. You understand and agree that all messages you send via the Services will be sent, and certify that any End User you decide to add into the Services was collected, in compliance with all applicable federal, provincial, state, and local laws, regulations, and rules governing SMS messages, advertising, and telemarketing, including, without limitation, Section 5 of the FTC Act (15 U.S.C. § 45), the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. § 310 et seq.), the Telephone Consumer Protection Act (47 U.S.C. §§ 227), the Federal Communications Commission regulations (47 C.F.R. 64.1200 et seq.) and orders implementing the Telephone Consumer Protection Act, all federal and state Do Not Call and calling-time restriction laws and regulations, and, as applicable for SMS to

Canadian numbers, the CRTC's Unsolicited Telecommunications Rules, including the CRTC Telemarketing Rules, National DNCL Rules, and Automatic Dialing and Announcing Device Rules, Telecom Decision CRTC 2007-48, as amended.; and all applicable industry guidelines and best practices, including, without limitation, the CTIA Short Code Monitoring Handbook and Messaging Principles and Best Practices (collectively, "Applicable Message Requirements"). Yourco provides the software and carrier-connectivity through which you send your messages; you are solely and exclusively responsible for complying with Applicable Message Requirements (and for defending and indemnifying Yourco from any claims in which it is alleged that you failed to do so). If for any reason Yourco suspects that your use of its Services in any way is contrary to any Applicable Message Requirements, it reserves the right to request a written explanation from you, the client, including the method of collecting the employee's phone numbers and a guarantee signed by you that all the people on your employee list provided you prior express written consent to receive text messages from you of the type that you had sent. You agree to provide all such information and documents reasonably requested by Yourco. Yourco reserves the right to take any action it thinks appropriate in the case of non-compliance, including but not limited to suspension and/or cancellation of the account, without any liability to you therefor.

6. You represent and warrant that you are aware that, among other requirements, the TCPA requires prior express written consent from a consumer before you can send them marketing text messages using an autodialer, with no purchase required as a condition of their consent, and such consent must be clear and conspicuous. Furthermore, damages for each message sent in violation of the TCPA is \$500 and can be \$1500 if the violation is proven to be "willful and knowing."
7. You agree that you will include clear opt-out/unsubscribe information on your messages when required to do so by any applicable law or regulation and otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if applicable to your messages, and that you will promptly process all such do-not-text or do-not-call requests and maintain those numbers on your internal do-not-call/text list.
8. Yourco will assign Customer a Dedicated Phone Number during the Order Term of the Services. You represent and warrant that you have all power and authority and have procured all rights and licenses necessary to use and text enable the Dedicated Phone Number utilized by the Services. In some instances, a Carrier may block messages from being sent or received by End Users via the Services. You understand and agree that Customer is solely responsible for a Carrier

blocking your Dedicated Phone Number, and you do not hold Yourco liable for any disruption of service, or for any loss or damage of any kind incurred as a result of a Carrier or other Third Party blocking your Dedicated Phone Number.

9. You understand and agree that the Dedicated Phone Number assigned to Customer is constrained to an outgoing messaging rate limit. Due to this fact, it is recommended to not depend or use the Services for any Emergency Use Case. You do not hold Yourco liable for any damages that may occur due to messages that do not get sent or received in the case of an emergency.
10. You understand and agree that the Dedicated Phone Number assigned to Customer may change due to Customer request, unauthorized use by a Foreign Entity, excessive Carrier filtering of outgoing messages, or other applicable cause. Yourco will give written notice to Customer 24 hrs. in advance to a change of the Dedicated Phone Number assigned to Customer. You do not hold Yourco liable for any disruption of service, or for any loss or damage of any kind incurred as a result of a change to the Dedicated Phone Number assigned to Customer.

SUSPENSION. If Yourco becomes aware that Customer's or any End User's use of the Services violates the Terms of this Agreement, Yourco will give Customer notice of the violation by requesting that Customer corrects the violation. If Customer fails to correct the violation within 24 hours of Yourco's request, then Yourco may Suspend all or part of Customer's use of the Services until the violation is corrected. Suspension of the Services may include removal or unsharing of Content that violates the Terms of this Agreement.

SECURITY. Yourco takes such commercially reasonable measures as it deems appropriate to secure and protect information transmitted to and from its Services, applications, and websites, including Secure Sockets Layer (SSL) and Hypertext Transfer Protocol Secure (HTTPS). Nevertheless, we cannot and do not guarantee that any such transmissions are or will be totally secure. You are responsible for maintaining the confidentiality of any information about you and the End Users that you add to the Services, including any Personally Identifiable Information and Associated End User Phone Number used in connection with your use of the Services. You agree to notify Yourco immediately if you discover loss or access to such information by another party not under your control and supervision. Yourco will not be liable for any loss or damage arising from the unauthorized use of your Dedicated Phone Number, Associated End User Phone Numbers, or any associated PIN. In the event that unauthorized usage by Customer or Foreign Entity occurs, Yourco has the right to use any means necessary such as, but not limited to, blocking IP Addresses, disabling Customer's use of the Services, and disabling specific End Users from using the Services, in order to protect Customer, other Yourco Customers, or any other applicable third party. Yourco will not

be liable for any loss or damage arising from necessary actions Yourco takes to protect Yourco, Customer, or other Yourco Customers.

LIMITATION OF LIABILITY. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL YOURCO, OR ITS EMPLOYEES, AFFILIATES, PARTNERS, OR SUPPLIERS, BE LIABLE FOR ANY DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THESE TERMS OF USE, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

1. Nothing in this Agreement will limit or exclude (i) any liability for death or personal injury resulting from negligence, (ii) limit or exclude any liability from fraud or fraudulent misrepresentation, (iii) limit any liabilities in any way that is not permitted under applicable law, or (iv) excluded any liability that may not be excluded under applicable law.
2. To the fullest extent possible by law, Yourco's maximum liability arising out of or in connection with any use of Yourco's Services or Terms of Use, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed \$100.

INDEMNIFICATION. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US, OUR AFFILIATES, PARENTS, SUBSIDIARIES, ANY RELATED COMPANIES, LICENSORS AND PARTNERS, AND EACH OF OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, DIRECTORS, SUPPLIERS AND REPRESENTATIVES FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARISE FROM OR RELATE TO YOUR (OR ANY THIRD PARTY USING YOUR ACCOUNT OR IDENTITY IN THE SERVICES) USE OR MISUSE OF, OR ACCESS TO, THE SERVICES, CONTENT, OR OTHERWISE FROM YOUR USER CONTENT, VIOLATION OF THESE TERMS OF SERVICE OR OF ANY LAW, OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL ASSIST AND COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

OTHER AGREEMENTS. If you have entered into a separate agreement with Yourco with respect to your use of the Services or any Content, that agreement will supersede these Terms to the extent they are in conflict.

CHANGES TO THE TERMS OF SERVICE. Yourco reserves the right to update the Terms of Service at any time without prior notice. You will be notified of changes or updates via email.

SUPPORT & CUSTOMER SERVICE. Support and customer service for the Services provided to you, your Company, and End Users is subject to our Service Level Agreement, the terms of which are hereby incorporated by reference into these Terms. You can read our SLA by visiting <https://storage.googleapis.com/yourco-public-assets/legal/SLA.pdf>. Except as otherwise provided herein, Yourco will: (i) use commercially reasonable efforts to make the Services available according to our Service Level Agreement, except for: (a) planned downtime, (b) any unavailability caused by circumstances beyond our reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks, or (c) any unavailability caused by a Carrier or other Third Party. If you have a question regarding using the Services, you may contact us via email at support@yourco.io. You acknowledge that the provision of customer support is at Yourco's sole discretion and that we have no obligation to provide you with customer support of any kind. If you have entered into a separate SLA with Yourco with respect to your use of the Services, that agreement will supersede these Terms to the extent they are in conflict.

WEB BROWSER SUPPORT POLICY. Web browsers and versions identified in this policy are covered under Yourco's Service Level Agreement.

1. The Services run on several operating systems with several compatible Web browsers and is supported on a variety of desktop, mobile devices, and tablets. To take full advantage of the Services, make sure you are using one of the following supported Web browsers:

a.

Web Browser Type	Platform Version	Supported Browser Version
Apple® Safari®	Apple Mac® Apple iOS	Current version and the last previous major release.
Google Chrome®	Linux Apple Mac Apple iOS Google Android™ Microsoft® Windows®	

Mozilla Firefox®	Linux Apple Mac Windows	
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CONTACT US. If you have any questions regarding the Terms of Service, please contact us through email at support@yourco.io.

MISCELLANEOUS.

1. **NOTICES.** Yourco may provide any notice to Customer by: (a) sending an email to Notification Email Address or by (b) posting a notice in the Administrator's End User Account. Customer may provide notice to Yourco by sending an email to support@yourco.io. Notice will be treated as received when (x) the email is sent, whether or not the other party has received the email or (y) notice is posted in the Administrator's End User Account. Customer is responsible for keeping its Notification Email Address current throughout the Term.
2. **EMAILS.** Under this Agreement, the parties may use emails to satisfy written approval and consent requirements.
3. **CHANGE OF CONTROL.** If a party experiences a change of Control other than an internal restructuring or reorganization: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate the Agreement any time within 30 days after it receives that written notice.
4. **FORCE MAJEURE.** Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its control, including acts of God, natural disaster, terrorism, riots, or war.
5. **NO WAIVER.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
6. **SEVERABILITY.** If any Section (or part of a Section) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
7. **NO AGENCY.** The Agreement does not create any agency, partnership or joint venture between the parties.
8. **NO THIRD-PARTY BENEFICIARIES.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
9. **EQUITABLE RELIEF.** Nothing in this Agreement will limit either party's ability to seek equitable relief.
10. **GOVERNING LAW.** All claims arising out of or relating to this Agreement or the Services will be governed by Indiana law, excluding that state's conflict of laws

rules, and will be litigated exclusively in the federal or state courts of Marion County, Indiana; the parties consent to personal jurisdiction in those courts.

11. INDEPENDENT DEVELOPMENT. Nothing in this Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement; provided, that the party does not breach its obligations under the Agreement in doing so.

12. ELECTRONIC SIGNATURES. The parties consent to electronic signatures.

13. HEADERS. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

14. CREDIT CARD AUTHORIZATION. If Customer pays for use of the Services and any applicable Fees with a credit card or debit card, Customer is giving Yourco express consent to automatically bill the Customer credit card or debit card that Yourco has on file when any applicable Fees are due.

DEFINITIONS.

1. **"Account"** means Customer's Yourco account credentials and correlating access to the Services under this Agreement.
2. **"Additional Functionality"** means features that are not included in the base Package of the Services, but may be added to an Order Form during the Order Term at the request of Customer. These features become a part of the Services, and may or may not include additional Fees to the Customer.
3. **"Additional Products"** means products, services and applications that are not part of the Services but that may be accessible for use with the Services.
4. **"Additional Product Terms"** means the then-current terms at <https://storage.googleapis.com/yourco-public-assets/legal/additional-product-terms.pdf>.
5. **"Administrator Account"** means a type of End User Account that Customer may use to administer the Services.
6. **"Administrator Permissions"** means the online functionality and tool(s) provided by Yourco to Customer for administering the Services.
7. **"Administrator(s)"** means the Customer-designated technical personnel who administer the Services on Customer's behalf, and may have the ability to access Customer Data and End User Accounts.
8. **"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
9. **"Associated End User Phone Number(s)"** means the phone number that corresponds to an End User in the Employee Directory. These are numbers that

have been legally procured by Customer and have been added to each End User Account by an Administrator or Manager.

10. **"BAA"** or **"Business Associate Agreement"** is an addendum to this Agreement covering the handling of Protected Health Information (as defined in HIPAA).
11. **"Brand Features"** means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.
12. **"Carrier"** means a telecommunications service provider (TSP) that enables the public to connect to the public switched telephone network (PSTN) or mobile networks. Examples of carriers include but are not limited to AT&T, Sprint, T-Mobile and Verizon.
13. **"Confidential Information"** means information that one party (or Affiliate) discloses to the other party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.
14. **"Control"** means control of greater than 50% of the voting rights or equity interests of a party.
15. **"Content"** means information, data, text, sms, text messages, mms, documents, music, sound, photographs, graphics, audio, video, messages or other materials originating from Administrators, Managers, or other End Users and uploaded, posted, texted, transmitted or otherwise made available via the Service.
16. **"Current Employment Agreement"** means an legal employment agreement between the Customer and an Employee (salaried, hourly, 1099, or other legal Employment Agreement) that is legally binding and enforceable, and has not been terminated before or after the Customer has been granted access to the Services provided by Yourco.
17. **"Customer Data"** means data submitted, stored, sent or received via the Services by Customer, its Affiliates or End Users.
18. **"Customer Indemnified Materials"** means the Customer Data and Customer Brand Features.
19. **"Dedicated Phone Number"** means the phone number (toll-free, short code, long code, or 10DLC) that is provided to the Customer by Yourco in order to fully utilize the Services.
20. **"Emergency Use Case"** is defined by, but not limited to, messages pertaining to fires in the building, natural disasters, chemical meltdowns, machinery malfunctions, or any other situation that may be harmful to Employees or anyone associated with Customer.

21. **“Employees”** means the Customer’s employees that are in a legally binding Current Employment Agreement with the Customer.
22. **“Employee Directory”** means the functionality provided by the Services that allows End Users with Administrator Permissions and End Users with Manager Permissions to add, update, remove, and modify other End Users and the phone numbers they have granted access to the Services.
23. **“Employment Agreements”** means a legal agreement between a Company or other type of Organization and the Company’s Employees that indicates legal employment.
24. **“End Users”** means the individuals Customer permits to use the Services and who are managed by an Administrator or Manager.
25. **“End User Account”** means a Yourco-hosted Account established by Customer through its Administrator for an End User to use the Services.
26. **“Export Control Laws”** means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.
27. **“External Systems”** means any Third Party not associated with the Services provided by Yourco. Examples include but are not limited to Customer’s Human Capital Management System, Applicant Tracking System, or Human Resource Information System.
28. **“Foreign Entity”** means any entity that has not been authorized to use the Services.
29. **“Fees”** means the product of the amount of the Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.
30. **“High Risk Activities”** means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage, including operation of nuclear facilities, air traffic control, life support systems, or weaponry.
31. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.
32. **“including”** means including but not limited to.
33. **“Indemnified Liabilities”** means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

34. **"Initial Onboarding Message"** means the initial SMS message that is sent to an End User when they are added to the Employee Directory by an Administrator or Manager, thus establishing a new End User Account.
35. **"Intellectual Property"** or **"IP"** means anything protectable by an Intellectual Property Right.
36. **"Intellectual Property Rights"** means all patent rights, copyright, rights in trade secret (if any), trademark rights, design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.
37. **"Legal Process"** means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.
38. **"Liability"** means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.
39. **"Notification Email Address"** means the email address(es) designated by Customer to a Yourco representative.
40. **"Manager"** means the type of End User Account that has been granted Manager Permissions by an Administrator of the Services.
41. **"Manager Permissions"** means the online functionality and tool(s) provided by an Administrator for administering the Services to other End Users.
42. **"Message Segment"** means a payload of 160 GSM-7 encoded characters or 70 UCS-2 encoded characters.
43. **"Monthly Base Rate"** means the monthly fee that Customer pays for usage of the Services if they have elected to be on the On-Demand Plan.
44. **"Monthly Messages"** means the limit for the number of Message Segments sent or received in the Package that Customer purchases.
45. **"Network Operator"** means any mobile network operator, wireless service provider, wireless carrier, cellular company, Third Party operator or user of a communications network to and from which Yourco can directly transmit and receive Messages.
46. **"Order Form"** means the online order page or pages, or other ordering document acceptable to Yourco under this Agreement, issued by Yourco and accepted by Yourco specifying the Services Yourco will provide to Customer under the Agreement.
47. **"Order Term"** means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form, subject to early termination in accordance with this Agreement.

48. **"Overage Fees"** means any additional fees that are charged to Customer due to sending or receiving messages above the Monthly Messages limit during an Order Term.
49. **"Package"** means the unique grouping of the Services, Additional Functionality, Additional Products, and Monthly Messages that a Customer purchases from Yourco. The Package also defines the extent of limitations of the Services, Additional Functionality, Additional Products, and Monthly Messages in Customer's use of the Services during the Order Term. The Package is defined in the Order Form or superseding agreement between Yourco and Customer, and can change during an Order Term.
50. **"Per Message Rate"** means the cost of each Message Segment sent or received by Customer for usage of the Services if they have elected to be on the On-Demand Plan.
51. **"Personally Identifiable Information"** means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.
52. **"PIN"** means the personal identification number provided by the Services to an Administrator, Manager, or other End User in order to authenticate and securely access the Services.
53. **"Prices"** means the applicable price of the Packages on the Services Start Date, or agreed to in an Order Form or amendment.
54. **"Sales Receipt"** means a document that records a sale. This document acknowledges that Yourco has been paid by Customer for the Services.
55. **"Services"** means the applicable Services and Additional Products that are ordered in the applicable Order Form.
56. **"Services Start Date"** means the date on which Yourco makes the Services available to Customer. If applicable, the date stated in the Order Form or, if later, the date Yourco makes the Services available to Customer.
57. **"SLA"** means the then-current service level agreements at:
<https://storage.googleapis.com/yourco-public-assets/legal/SLA.pdf>.
58. **"SMS"** means short message service.
59. **"Suspend"** or **"Suspension"** means the disabling of access to or use of the Services, or components of the Services.
60. **"Taxes"** means all government-imposed taxes, except for taxes based on Yourco's or Customer's net income, net worth, asset value, property value, or employment.
61. **"Term"** means the period starting on the Effective Date and will remain in effect so long as there is an active Order Form.
62. **"Third Party"** means any Person not a Party to this Agreement.

63. **“Third Party Charges”** means any fees or charges that any Third Party imposes on Yourco in connection with any Services, including without limitation Service and Transit Fees.
64. **“Transit Fees”** means any fees imposed by a Network Operator or Third Party for the delivery of any Message.